



General terms and conditions of The Medical Export Group BV

Version: 16082021

A. Agreements about sale and delivery of goods and services.

1. General.

1.1 Definitions:

- Conditions: these General Terms and Conditions;
- the MEG: The Medical Export Group BV;
- Other Party: each natural person, legal body, partnership, limited partnership or other entity that enters into or has entered into an agreement with the MEG, any client of the MEG and/or any party to who an offer or proposal is or has been made or extended by or on behalf of the MEG, or to who a delivery is made by or on behalf of the MEG, or for the benefit of who one or more services is or has been performed by or on behalf of the MEG;
- Days: calendar days.

1.2 These Conditions cover offers made, quotations produced, agreements entered into and the execution thereof, and deliveries and services performed by or on behalf of the MEG. Deviations from these Conditions will only be in force if agreed in writing by the MEG and by the Other Party and will only apply to those specific quotations, supplies and services to which they relate. General conditions of the Other Party do not apply.

1.3 If the Other Party wishes to purchase medicines, laboratory, medical products or medical services, MEG's client qualification procedure applies and, in compliance with the WHO MQAS (Model Quality Assurance System) requirement, the Other Party (i) must confirm to follow the EU GDP (good distribution practice) of medicinal products (2013C 343/01) and fill in the MEG client registration form and (ii) will indemnify and hold harmless the MEG for any failure to strictly comply with the good distribution practice.

2. Offers.

2.1 Each offer or quotation made by or on behalf of the MEG does not bind the MEG except when and for so far as the parties have agreed otherwise in writing.

2.2 Price lists, brochures, catalogues, folders and other information provided by or on behalf of the MEG are shown or provided as reference only. The products to be supplied may differ from those shown in the brochure or other information of the MEG.

2.3 All brochures, catalogues, price lists and folders provided in connection with an offer or quotation and all associated (technical) information provided in the form of designs, drawings or other illustrations, models, samples, tables, schedules, etc. and all other data and information provided remain the industrial and intellectual property of the MEG. The Other Party is expressly forbidden to copy and/or sell any material, data or information of the MEG and/or to make it known to third parties and/or to allow it to be used by third parties. The use of this material, data and information remains strictly limited to use by the Other Party within the framework of the order given to the MEG. All the material, data and information meant here must be returned immediately to the MEG at the first request from the MEG and in any case upon termination of an agreement with the MEG.

2.4 The Other Party will be charged for extra copies of standard documents and other documentation of the MEG.

2.5 Any prices specified are only valid for the quantities offered.

2.6 Any additional condition, including other party purchase conditions, shall not form part of the conditions of offer and/or resulting agreement and shall not be binding for MEG, unless the MEG has accepted such condition(s) in writing.

3. Realization and content of an agreement.

3.1 An agreement between the MEG and the Other Party is realized at the moment that the MEG, in writing, confirms the acceptance of an order from the Other Party. The scope and content of the agreement is to be found in the written confirmation of the MEG.

3.2 If an offer or quotation of the MEG contains a binding time period for the offer, then the agreement is realized at the moment that the offer or quotation is accepted within the specified time limit by the Other Party. Acceptance of an offer or quotation of the MEG after the indicated period for acceptance does not bind the MEG unless it confirms the acceptance in writing.

3.3 An agreement only binds the MEG when the written confirmation meant in Clause 3.1 has been signed by one or more persons duly authorized to represent the MEG. Any agreements or additions and/or changes, promises, etc., drawn-up or made by an employee or employees of the MEG or by a representative, agent or other people who are not duly authorized to represent the MEG, whether or not these are made in writing, do not bind the MEG.

3.4 Any changes and/or partial cancellation or complete cancellation of an order by or on the request of the Other Party can only take place with the written permission of the MEG and under the condition that activities already performed by the MEG will be paid for, in full, by the Other Party; in the case of a change and/or partial cancellation requested by the Other Party, the MEG is entitled to pass on any related (extra) costs to the Other Party and to redetermine the delivery time. Any agreement with the MEG may be terminated only (in Dutch: "opgezegd"), not dissolved (in Dutch: "ontbonden"). The MEG shall not be obliged to repay any amounts received, regardless of the ground.

3.5 For activities where, because of their nature or size, no quotation or order confirmation is sent, the agreement will be released at the moment the MEG or someone on behalf of the MEG actually begins to carry out the agreement and, in such cases, the invoice will be considered as the order confirmation and is deemed to correctly and completely represent the agreement.

3.6 The MEG is at any time entitled to demand the provision of sufficient certainty from the Other Party regarding timely settlement by the Other Party of its payment obligations and other obligations. Failing such certainty, the MEG is entitled to suspend or terminate the execution of its obligations without any compensation being due.

3.7 The MEG is authorized to make use of third parties for the execution of the agreement; the costs involved will be passed on to the Other Party in line with the quotations provided.

3.8 The MEG will be entitled by notice to the Other Party, to cancel or refrain from any offer in circumstances where it becomes impractical, unfeasible or uneconomical for MEG to carry out the contract at the offered rate. In such case the Other Party will have no claim against MEG as a result of canceling or refraining from the offer and/or contract.

3.9 By placing the order at MEG, the Other Party confirms to arrange, timely, all relevant licenses, permits and/or product registrations needed to enter into a contract and/or import the goods in the countries of destination.

4. Prices.

4.1 Except when and for so far as binding prices apply all price quotations are without obligation.

4.2 Except when otherwise explicitly notified in writing prices are:

- based on purchase prices, wage rates, wage costs, social security and government costs, transport costs, insurance premiums and other costs prevailing on the date of offer or quotation or (if no offer or quotation is made) the date of the order;
- based on FCA Vuren delivery from the MEG business premises in the Netherlands as meant in the Incoterms 2020;
- exclusive of VAT, import duties and other taxes, levies and duties;
- exclusive of the costs of loading transport and insurance;
- exclusive the costs of third parties (unless specifically mentioned) engaged in the performance of the agreement;
- exclusive of the costs of assembly, installation and commissioning unless otherwise explicitly stated;



- in the event of transport arranged by MEG, exclusive of potential cost of detention and demurrage

4.3 Unless specifically expressed otherwise prices will be in Euros (EUR).

4.4 In every case prices are stated or agreed upon under the condition that changes in exchange rates will be passed on if the official exchange rate at the moment of delivery deviates by more than 2 % from the exchange rate on the date when the offer or quotation was made, the latter exchange rate parity being considered as 100.

4.5 If there is an increase in one or more of the factors determining the cost price then the MEG is entitled to increase the order price accordingly, on the understanding that any future price increases which the MEG is aware of on the date of the order confirmation should be specified on this order confirmation.

4.6 The MEG may adjust the price or dissolve the contract/agreement in case any factor justifying that might occur. Factors could be, but are not limited to; increase of price of starting material, API (active pharmaceutical ingredients), excipients, packaging material, transport costs, labor, production costs, taxes and import duties, currency exchanges etc. For orders or deliveries under a specified amount, the MEG is entitled to pass on an amount covering the administrative costs to the Other Party.

4.7 If the Other Party has not reacted/and or protested against an action initiated by the MEG as under 4.6, within 7 Days after receipt of such communication, parties shall be deemed to have agreed on the price adjustment as communicated by MEG.

5. Risk of transport.

5.1 Unless specifically agreed otherwise, all transport and delivery will be FCA as meant in the Incoterms 2020 from the MEG business premises in Vuren, the Netherlands.

5.2 Should parties agree that a specific order will not be delivered FCA Vuren, the risk with regard to the goods sold and/or delivered by or in the name of the MEG to the Other Party is transferred to the Other Party 1) for goods supplied out of stock at the moment these goods are separated from the other stock for the benefit of the Other Party; and 2) for other goods, this occurs at the moment the goods are loaded for transportation to the place indicated by the Other Party, except when and insofar as it might be otherwise agreed in writing. Any loading and unloading, transport, assembly, installation and commissioning of the goods will, unless agreed otherwise in writing, at all times be at the risk of the Other Party.

6. Delivery and delivery time.

6.1 Delivery period is based on agreements made by parties. These will be indications only and have no fatal effect, unless agreed otherwise. In case the MEG has requested pre-payments, bank guarantees and those have not reached MEG at the agreed time, MEG is entitled to suspend its obligations and adjust the delivery period accordingly.

6.2 Except when and for so far as it has otherwise been agreed in writing and without prejudice to the provisions in Clause 5 about the transfer of risk and the provisions in Clause 10 about retention of title of ownership, the moment of delivery is the moment that the goods are made available to the Other Party.

6.3 For countries and/or projects which require a green light procedure, the MEG will grant a maximum free storage period of 7 Days from moment goods are reported ready and corresponding documentation supplied. In case dispatch or collection is delayed for more than 7 Days (also in case a green light is not required), MEG will be entitled to charge the Other Party a reasonable storage fee. These charges will be invoiced each month, unless otherwise agreed in writing and will be payable within 7 Days.

6.4 The Other Party must report any shortages, defects and damage, in writing, directly to the MEG within 7 Days of the delivery and if nothing is reported, then the goods will be regarded as having reached the Other Party in good condition, complete and without damage. Any hidden defects or shortcomings will have to be reported in writing within 7 Days from the moment of discovery or within 7 Days from the moment discovery should have taken place in reasonable circumstances. The Other Party is not entitled to any remedy, repair, replacement or compensation if it fails timely report shortages, defects or damages.

6.5 The MEG is entitled to make partial deliveries, which can be invoiced separately, and, when this occurs, the Other Party is obliged to pay these separate invoices in accordance with the provisions specified in Clause 17 of these Conditions.

6.6 The MEG is obliged to observe the specified delivery time or delivery period as much as possible, yet will never be liable for delays. Exceeding a delivery time or delivery term does not give the Other Party the right to terminate or to dissolve the agreement or to refuse to purchase goods.

6.7 If the Other Party does not observe an agreed call off period and does not (timely) order, purchase or collect the agreed amount of products and/or services, the MEG is entitled to invoice the Other Party for the goods in question and, furthermore, the MEG is entitled to store these goods at its own discretion but wholly at the cost and risk of the Other Party. In the case where the Other Party does not purchase or call off within the agreed period the MEG, according to its own choice, can demand fulfillment by the Other Party or can dissolve the agreement, without prejudice to the right of the MEG, in either case, to claim damages. Unless a call off period is agreed upon, the MEG is entitled to charge storage costs for any Products that have not been collected by the Other Party within 7 Days of the MEG confirming that the relevant Products can be dispatched for transport.

7. Transport and packing.

7.1 Unless agreed to in writing between the Other Party and the MEG, the manner of packing, transport and shipment of goods is a matter completely at the discretion of the MEG and will be determined with the care which reasonably can be expected from the MEG, this without prejudice to what is specified about the transport risk in Clause 5 of these Conditions.

7.2 Any specific wishes the Other Party may have with regard to packing and/or transport, including relocation within the company or company terrain, will only be performed if the Other Party pays the costs involved. Furthermore, the MEG is entitled not to honor specific wishes from the Other Party with respect to packing and/or transport which have not previously been explicitly agreed.

8. Force majeure (non-labile failing).

8.1 If the MEG, as a result of force majeure, is prevented from fulfilling any of its obligations to the Other Party or if fulfillment is disproportionately expensive or complicated and in the judgment of the MEG the force majeure is of a permanent or long-lasting nature, then the Other Party will agree to the dissolution of the agreement in accordance with the rule of law and any consequences thereof.

8.2 If the MEG, as a result of force majeure, is prevented from fulfilling any of its obligations to the Other Party or if fulfillment is disproportionately expensive or complicated and in the judgment of the MEG the force majeure will be of a temporary or transitory nature, then the MEG is entitled to postpone and/or cancel the execution of the agreement until the circumstance, cause or event causing the force majeure situation no longer arises. If performance of duties can take place and is desired by the Other Party, but against extra cost, the MEG is entitled to claim these extra cost

8.3 Considered as "force majeure" are each circumstance, cause or event, wherever it is occurring, appearing or arising which temporarily or permanently prevents the correct, complete and timely fulfillment of any obligation of the MEG at the cost agreed upon or makes it impossible or unreasonably problematic, and each circumstance, cause or event which the MEG, in all fairness, cannot be expected to prevent or which wholly or partially falls outside the sphere of influence of the MEG or on which the MEG can exercise no influence. The following, amongst other factors, are considered as circumstances, causes or events resulting in force majeure: fire, explosion, lightning strike, ice break-up, low water, high water, tidal wave, spring tide, flood, earthquake, natural disasters; storm, tornado, cyclone, snow, frost and other weather conditions; strikes, work stoppages, excessive (sickness) absenteeism of personnel, labour unrest, lock-outs, boycotts; war (declared or not), mobilisation, siege, besieging,



blockade, molestation; riots, revolution, social unrest; governmental actions and/or (change in) regulations which prevent, delay or otherwise hinder the fulfilment of obligations; lack of transport resources; unavailability of any eligible transportation routes or means of transport; disturbances or interruptions in the provision, delivery or availability of energy; disturbances or interruptions in or of the functioning of any public utility; disturbances or interruptions or ending of the supply of materials, disturbances or delay in or of, or interruptions or ending of the supply of parts, spare-parts and other articles; each circumstance, software hacks or failures, malware; non-fulfillment of obligations by a debtor or contract partner of the MEG (including the non-fulfillment of obligations by one or more third parties); technical disturbances and/or faults, delays, disturbances or interruptions to or with the repair of machines, material, equipment, tools and/or instruments; serious illness and illnesses of an epidemic or pandemic character.

8.4 The results of the circumstances, causes or events meant in Clause 8.3 are also considered as "force majeure".

8.5 The MEG will inform the Other Party as soon as possible of any force majeure it is confronted with. Delays, default or dissolution due to force majeure will never entitle the Other Party to compensation.

8.6 If the MEG, as a result of force majeure, is prevented from fulfilling its obligations with regard to one or more of other parties but not its obligations with respect to all Other Parties then the MEG is entitled to decide itself which of the obligations will be fulfilled and for which other party or parties as well as the order in which they will be fulfilled.

8.7 The MEG is entitled to demand payment for all activities performed by or on behalf of the MEG in the execution of the agreement with the Other Party before the force majeure circumstance, cause or event appeared or emerged.

9. Guarantee/Service.

9.1 With due observance to the provisions specified elsewhere in these Conditions, the MEG guarantees the quality of the materials used and their promised characteristics as well as the correct working of the goods provided by the MEG. A guarantee for goods purchased elsewhere by the MEG is only given for and insofar as it is provided by the original manufacturer(s).

9.2 Faults in any goods supplied which fall under the guarantee will, exclusively at the discretion of the MEG, be rectified or the goods will be replaced if the faults, in the opinion of the MEG and/or manufacturer, are attributable to construction faults or faults in or any shortcomings of the materials used as a result of which the goods are unusable by the Other Party for the purpose for which they are can reasonably be thought of as intended. These are the only remedies, the MEG is never liable for additional compensation or other costs, such as costs of installation made by the Other Party.

9.3 Goods eligible for guarantee work must be sent carriage-paid to the MEG. If the guarantee work is to be performed outside its own company then the MEG is entitled to pass on the connected travel costs and expenses to the Other Party as well as any (special) costs of transport, packing and insurance and the costs of any testing equipment and materials used. If, in the opinion of the MEG, the goods tendered for rectification or repair exhibit no faults then all costs made will be passed on to the Other Party, also during the period under guarantee.

9.4 All guarantee agreements lapse if the Other Party itself makes changes and/or repairs to the product supplied or allows them to be made, or if the product supplied has not been or is not being used or treated exactly according to the supplied or applicable (manufacturers) directives or the user instructions, or stored or used in an unsuitable location or is being used or treated injudiciously in any other way, or if a software change has been made in or with regard to the product supplied by a party other than the MEG, or if the product supplied has been or is being used in a way which the MEG in all reasonableness could not have expected and in any case 12 months after the moment of delivery.

9.5 If the Other Party does not fulfil one or more of its obligations then the MEG is released from its guarantee obligations.

9.6 All advice and assistance on the use of products is rendered in good faith, but the MEG does not warrant the correctness and completeness of the information given. Any services purchased by the Other Party will be performed in a good and workmanlike manner. The only remedy with respect

to services not meeting the quality agreed upon will be, the MEG to use its reasonable commercial efforts to reperform any services not in substantial compliance provided, in each case, the Other Party notifies the MEG in writing within 7 Days after performance of the applicable services.

10. Right of retention.

10.1 If and as long as the Other Party has not satisfied its obligations towards the MEG then the MEG has the right to retain all goods in its possession which have come from the Other Party or have come on behalf of the Other Party, no matter the origin or reason.

10.2 The MEG is obliged to administer the goods meant in Clause 10.1 or to allow them to be administered in accordance with commercial practice but the Other Party has no right to press for damages or compensation in the case when the goods have completely or partially perished or been lost and/or been damaged when this is not the fault of the MEG, and, furthermore, the risk associated with these goods remains with the Other Party.

10.3 All the goods supplied by or on behalf of the MEG remain the property of the MEG until the moment that all debts owed by the Other Party to the MEG has been settled in full, this debt being the amount that the Other Party has owed the MEG since the realization of the agreement inclusive of all interest and costs.

10.4 As long as the title of ownership of the goods supplied by or on behalf of the MEG remains with the MEG, the Other Party is obliged to hold these goods separately from other goods in such a way that they can easily and clearly be identified as goods of the MEG.

11. Liability.

11.1 Except when and in as far as something else might otherwise ensue from the provisions of imperative law concerning (product) liability and except in case of willful misconduct or gross negligence of the higher management of the MEG, the MEG is not liable for damage, of whatever nature, to any movable or immovable good or to any person resulting from the supply, use or storage of any products of the MEG or through the MEG.

The MEG, in every case, is not liable for damage or loss directly or indirectly caused by:

- injudicious use of the product supplied or its use for a purpose other than what it reasonably could be considered suitable for or its use for a purpose other than what, to objective standards, it is suitable for or its use for any other purpose than what the MEG reasonably could have imagined that it should be used for;
- careless conduct by the Other Party, of the personnel of the Other Party or anybody brought in the Other Party, or any other person on the part of the Other Party;
- infringement of any patent, usage model, brand, origin indication, model right, copyright or neighboring right, right on a semiconductor product or the topography thereof, right on a database or other collection of data, or any other industrial or intellectual ownership rights or any other exclusive right, or infringement or violation of a license under any such a right, which is the direct or indirect result of the use and/or application and/or publication or replication of data provided by or on behalf of the Other Party such as descriptions, drawings, models, designs, etc.

11.2 Except in the event of intent or gross negligence by the higher management of the MEG, the MEG is not liable for any damage which is caused by or is the result of any service performed by or on behalf of the MEG.

11.3 With respect to any advice provided, the MEG is only liable for normally foreseeable and avoidable shortcomings in the advice, on the understanding that this liability never exceeds the amount agreed upon and received for the advice.

11.4 Any liability on the part of the MEG is at all times limited to directly caused damage and is at all times limited to the amount, in each case, made good by the liability insurer of the MEG; if necessary, and at the request of the Other Party, the MEG will provide information about the amount insured. If the MEG has no liability insurance, then any liability



on the part of the MEG is at all times limited to the net amount invoiced for the specific task, shipment or circumstance in question.

11.5 Settlement of the prevailing guarantee obligations and/or the pay out by the MEG's insurer or payment by the MEG (with due observance of the maximum amount meant in Clause 11.4) of the assessed damage is to be regarded as the only and complete compensation. For the remainder the Other Party indemnifies the MEG explicitly and completely.

11.6 Without prejudice to the provisions otherwise specified in this Clause, every claim for damages lapses one year after the damage has manifested itself or has been discovered or has been recognised or reasonably could have been expected to have been discovered or recognised, and, in all cases, two years after delivery.

11.7 With respect to goods for which the MEG has involved third parties, the applicable (contract and/or guarantee) provisions applying to the respective transaction are also valid for the Other Party if and in so far as the MEG wants to make use of them.

12. Claims.

12.1 Without prejudice to the provisions in Clause 6.4 of these Conditions, any claims can only be handled if they are received in writing by the MEG within 7 Days of the delivery. Claims for hidden damages or losses should be reported to the MEG in writing (giving a clear description of the claim or fault) within 7 Days after discovery or the moment the damages or losses should in reason have been discovered. For hidden faults, claims are only possible within the guarantee period.

12.2 Claims can only be handled when the nature and grounds for the complaints are accurately stated and the Other Party makes a sample of the concerned product(s) and or batches available for the MEG.

12.3 Claims regarding invoices must be lodged in writing with the MEG within 7 Days of the date of the invoice.

12.4 If within the applicable time period no claim is made or no claim is made in the required manner then the delivery will be considered as completely satisfying the agreement and to be unconditionally accepted and approved by the Other Party; an invoice against which no claim has been lodged in the required manner within the period of 7 Days specified in Clause 12.4 will be regarded as having been unconditionally accepted and approved by the Other Party.

12.5. If a claim with regard to goods supplied by the MEG is found to be legitimate then the MEG is only obliged to replace or repair the unsound goods, the Other Party having no additional right to any other compensation.

12.6 Lodging a claim never discharges the Other Party from its payment obligations towards the MEG.

12.7 Returning the product supplied or any part thereof, for whatever reason, can only take place after the previous explicit written approval and with the sending instructions of the MEG.

13. Reporting Product Quality related issues (Pharmacovigilance -PV, Adverse Drug reactions, Side Effects, Recall)

13.1 The Other Party shall immediately notify MEG in writing of any incidents and/or serious side effects that may occur with products supplied by MEG. For the reporting of such accidents, reference to be made with the form filled, prior to be accepted as a MEG client.

13.2 The Other Party shall report any Pharmacovigilance (PV) incident and/or adverse reactions to the MEG and in addition the Other Party will report all observed PV cases to their National Regulators / Health Authorities, in compliance with National Regulations.

13.3 The Other Party will provide MEG all reasonable support, related to any incident and side effects observed. The other party in such case will provide all relevant information and documentation, enabling MEG to fully perform its obligation in informing all relevant authorities.

13.4 The Other Party agrees to assist the MEG in carrying out a recall, if any. To that effect the Other Party is obliged to keep adequate records for product traceability of the period for a period of at least 5 years after the date of sale, arrival in country and/or use of products supplied. The records should be adequate to perform a recall as per GDP requirements as laid down in the Model Quality Assurance System (MQAS), latest version published by the World Health Organization (WHO).

13.5 In the event of a recall the Other Party shall, without right for remuneration, render its full cooperation and follow all reasonable instructions provided in writing by the MEG. The MEG is, without any compensation being due, entitled to immediately stop the supply of any product that is under investigation of the authorities of the MEG itself after incidents or complaints or other report that might cause such investigations.

13.6 The MEG shall be obliged to compensate the Other Party only to the extent that the other Party meets all requirements as per this article. The MEG's liability, in the event of a recall will in any event (and without prejudice to the limitations provided in Clause 11) be limited to the value of the goods provided and requested to be recalled or replacement of such products, this solely at the MEG's discretion.

14. Permits, Use of Product etc.

14.1 The Other party is responsible for ensuring that all permits, concessions, licenses, consents and so forth that might be necessary for the delivery by the MEG of the goods sold or for the MEG to fulfill its obligations, are obtained on time and in the correct form; the costs associated with obtaining such permits, concessions, licenses, consents and so forth are to be borne by the Other Party.

14.2 The absence of any permits, concessions, licenses, consents and so forth as meant in Clause 14.1 will be considered as an accountable failing (failure) on the part of the Other Party and the Other Party will not be released from any of its commitments towards the MEG nor can it be a reason for the postponement of the fulfilment of any obligation the Other Party has towards the MEG.

14.3 If the Other Party is liable for all damage which directly or indirectly may be caused by the absence of any permits, concessions, licenses, consents and so forth as meant in Clause 14.1 and the Other Party indemnifies the MEG against claims and demands connected with such damage.

14.4 The other Party will use the products supplied in accordance with the MEG's (storage) instructions only.

14.5 If the MEG supplies products under any of its trademarks or other rights of intellectual property outside the European Economic Area to the Other Party, the Other party will not sell, trade or bring them in the European Economic Area or sell the relevant products to parties that will (or may in reason be expected to) sell them in the European Economic Area. The Other Party will indemnify and hold the MEG harmless for any and all damages resulting from a breach of this Clause 14.5 and/or any applicable rights of the MEG regarding its products.

14.6 In case the products supplied are Medicines, Medical Supplies and/or other products for which local Product Registration and/or Product Certification is required, the other Party warrants the MEG that it is authorized to import/stock/distribute and/or sell such products in the country where the product is intended to be used.

15. Intellectual ownership rights.

15.1 The Other Party will employ the software (in its widest sense), peripheral equipment, technical data, wiring and/or work plans, user and/or operating instructions, drawings and all other essential documentation and other data and information supplied by or on behalf of the MEG only for its own (internal) use and will not in any way pass it on or sell or make it available to third parties nor allow any third party to use it.

15.2 If in the un hoped for event that a good sold by the MEG to the Other Party in The Netherlands infringes an industrial or intellectual ownership right of a third party and the Other Party is held liable then the Other Party is obliged at once to inform the MEG in writing of the situation and the MEG can then choose either to procure the right to be able to use the good, or to provide a replacement good which does not infringe the right, or, once the Other Party has returned the good, refund the purchase price to the Other party after subtraction of reasonable compensation to cover the period when the good was available to the Other Party. The MEG is in such case also entitled to



withdraw from any future obligations to deliver or supply products or services that infringe third parties rights and to amend the price accordingly without any compensation being due to the Other Party. With regard to infringements of industrial and intellectual property rights outside The Netherlands the Other Party can make no claim or demand whatsoever against the MEG.

15.3 The Other Party indemnifies and holds harmless the MEG with regard to the infringement of any industrial or intellectual property right or any other exclusive right which is the result of any change in or to a good sold or supplied by or on behalf of the MEG or in the use or application of such a good which is different to that which the MEG could have expected or assumed, or which is the result of its integration, use or application in combination with other goods not sold or supplied by or on behalf of the MEG, or which is the result of a software amendment not made by the MEG.

15.4 The Other Party will fully respect all IP-rights of the MEG and acknowledges that the rights of intellectual property of the MEG (such as amongst others trademarks, symbols, models, names, domain names, Products documentation, rights on promotional material and photo's) are and will remain the property of the MEG. The Other Party shall not register or attempt to register the rights of intellectual property of the MEG or any rights which are similar to the rights of the MEG in its own name. The Other Party will immediately inform the MEG if it becomes aware of any infringement of any of the intellectual property rights of the MEG.

16. Payment.

16.1 Unless agreed otherwise payment, net cash, must be made within thirty (30) Days of the invoice date via a deposit or funds transfer into the bank account indicated by the MEG, but in any case on or before delivery. The date on the MEG's bank statement when the payment is recorded as received applies as the date on which the payment has occurred. The MEG reserves the right to require advance payment, a down payment, a letter of credit or a bank guarantee (acceptable by MEG's banker or a MEG appointed expert) and/or request for payment within a shorter period.

16.2 Each payment by the Other Party will be used first for the settlement of any interest due and for any collection and administration costs and, after that, for the settlement of any open claims in order of age beginning with the oldest.

17. Delay; interest and costs.

17.1 The Other Party will be liable for ensuring that a payment or the settlement of any other obligation occurs on time without the need for a reminder, summons or in default declaration.

17.2 If the MEG does not receive a payment due from the Other Party on time then, beginning from the day on which the payment should have been made, the MEG will automatically charge the Other Party interest at a rate of one percent (1%) per month, without prejudice to any further rights the MEG has; when calculating the interest owed, months started but not completed will count as whole months.

17.3 All the legal extra-judicial and judicial costs incurred by the MEG including the costs incurred by the MEG for legal aid and legal advice are to be borne by the Other Party. The extra-judicial collection costs amount to 15% of the amount to which the Other Party is indebted inclusive of any interest due, without prejudice to the right of the MEG to claim damages from the Other Party for the actual collection costs made if these are more than the 15% specified.

18. Ending an agreement.

18.1 In the case of non-observance by the Other Party that is not immediately remedied at the request of the MEG, the MEG will be entitled to terminate the agreement without judicial intervention and without prejudice to the right of the MEG to claim damages, to make use of the rights resulting from ownership retention and to take other (legal) steps, and without prejudice to the right of the MEG to demand fulfillment (with compensation) of the agreement instead of its termination.

18.2 The MEG may terminate the agreement with the Other Party with immediate effect if:

a. the Other Party is declared bankrupt, goes into administration, presents a request for suspension of payment, or if the Other Party (temporarily or definitely) is granted a suspension of payment or if there is a seizure of the total assets of the other Party or a part thereof;

b. the Other Party, when this is a natural person, dies or is placed under guardianship or if the merchandise of the Other Party is put under administration;

c. if the Other Party, when this is a legal person, goes into liquidation or if a claim for the dissolution of the Other Party is made or a dissolution decision with respect to the Other Party has been or is taken.

18.3 If an agreement according to the provisions of this Clause is terminated or dissolved then the amount that the Other party owes to the MEG at the moment of termination or dissolution remains as the full debt and the Other Party will be liable to pay interest and costs according to the provisions of these Conditions, without prejudice to the right of the MEG to demand damages or any other rights due to the MEG.

20. Confidentiality

20.1 The Other party is bound to confidentiality regarding all information and data received from the MEG. Information and data shall be deemed to be confidential if so labeled by the MEG or if such confidentiality ensues from the nature and/or data as referred to in article 11 and 15. All prices invoiced by the MEG are in any case confidential.

20.2 Article 20.1 shall not apply in the event of information that is in the public domain and/or the other Party has lawfully obtained, other than through the MEG, or if the Other party is required to disclose such information pursuant to a statutory regulation or in the context of performance of its obligations under the agreement.

21. Applicable law and jurisdiction

21.1 The Laws of the Netherlands are applicable to all offers, agreements, deliveries and services produced or brought out, entered into, performed or executed by or on behalf of the MEG. The applicability of the treaty of the United Nations concerning international trade agreements relating to movable goods (Vienna Trade Treaty) is excluded.

21.2 All disputes also including those which are only considered as such by one party, resulting from or connected with an agreement to which these Conditions are applicable or the execution thereof and which cannot be solved amicably will be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. For the avoidance of doubt, it is noted that 'all disputes' also comprises all claims, controversies, and disagreements. The place of arbitration will be Amsterdam, the Netherlands.