

---

## Organ Assist Products B.V.

### General terms & conditions of Sale

#### 1. General

Any delivery of Goods ("Goods") or Services ("Services") by Organ Assist Products B.V. ("OA") to the Customer shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made.

The Customer shall be deemed to have full knowledge of the Terms and Conditions herein and such Terms and Conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Customer, or if Customer does not within five days from the date hereof deliver to OA written objection to said terms and conditions or any part thereof.

As far as the Customer general terms and conditions are inconsistent with these General terms and Conditions, their application shall be subject to explicit written approval by OA.

In these General Terms and Conditions, "Goods" shall be understood to include, but not limited to, equipment, devices, hardware parts, materials, software, firmware, databases and documentation Customer has agreed to buy from OA.

In these General Terms and Conditions, "Services" shall be understood to include, but not limited to, training, maintenance, consultancy, advice and inspections Customer has agreed to buy from OA.

#### 2. Information & Consultancy

Information and consultancy in relation to our Goods is provided as deemed appropriate from existing data. Any values quoted as part thereof, especially performance data, represent average values which have been determined through experiments under standard laboratory conditions. OA cannot assume any commitment for our Goods to precisely meet the quoted values and areas of application. Article 9.12 of these Terms and Conditions governs any issues of liability.

#### 3. Prices

3.1. The prices for our Goods and Services quoted in our order confirmation shall solely apply for these Goods and Services. Additional Goods and Services will be invoiced separately.

3.2. Unless otherwise expressly agreed, all prices are quoted as net Euro currency prices and do not include value added tax (VAT), which is to be paid additionally by the Customer in the amount specified by applicable law.

3.3. Unless otherwise expressly agreed, our prices are quoted ex works of OA using these Terms and Conditions. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.

#### 4. Delivery

4.1. Unless otherwise expressly agreed, we shall deliver ex works of OA using these Terms and Conditions.

4.2. Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall begin on the date of our order confirmation, however, in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates. Delivery periods shall be deemed to be met on timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of our own.

4.3. With respect to delivery periods and dates, which are not expressly defined as fixed in the order confirmation, the Customer may -two weeks after expiry of such a

delivery period or date- set OA an adequate grace period for delivery. OA may only be deemed to be in default after expiry of such a grace period.

- 4.4. Without prejudice to rights standards of the Customer, delivery dates and deadlines are extended by the period that the Customer does not fulfill his obligations to the OA. In case OA do not meet the commitments OA is only liable for all types of damages in accordance with Article 9.12 of these Terms.
  - 4.5. We reserve the right to carry out a delivery by OA.
  - 4.6. We may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.
  - 4.7. The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.
  - 4.8. Any contractual or statutory right of a Customer to rescind the contract, which the Customer fails to exercise within a reasonable period of time set by us, shall be forfeited.
5. Shipment, Passing of Risk
- 5.1. Unless otherwise expressly agreed, shipment shall be carried out at the risk of OA. The risk shall pass to the Customer as soon as the goods have been handed over to the Customer's location.
  - 5.2. If a shipment is delayed for reasons to be attributed to the Customer, the risk of accidental deterioration, loss and destruction shall pass to the Customer on notification of our readiness to ship. Required storage costs after passing of risk shall be borne by the Customer. This shall not affect any other claims.
  - 5.3. If the Customer defaults in accepting, we shall be entitled to claim refund of any expenditure associated therewith and the risk of accidental deterioration, loss and destruction shall pass to the Customer.
6. Payment
- 6.1. Payment shall be made in full within 30 days from the date of the invoice and needs to be done in the currency of Euro. Payment shall be considered to have been made on the day the payable sum is received. Bills of exchange and cheques shall not be deemed payment.
  - 6.2. Immediately upon default of payment OA is entitled to demand default interest of eight (8) percentage points above the actual base lending rate. OA reserves the right to claim a higher actual damage.
  - 6.3. Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
7. Retention of Title
- 7.1. Delivered goods shall fully remain our property (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.
  - 7.2. In case of processing, combining or mixing of goods subject to retention of title with goods of the Customer, OA shall be entitled to co-ownership of the new property inasmuch as the invoiced value of goods sold with retention of title relates to the value of the other involved goods. Where our co-ownership becomes null and void due to processing, combining or mixing with other goods, the Customer immediately assigns to OA those of his rights of ownership in the new property or compound matter which correspond to the amount of the value of goods subject to retention of our title. The Customer shall be responsible for holding such rights in safe custody on behalf of OA and at his own expense. Any rights to co-ownership created as a result of such processing, combining or mixing shall be subject to section 7.1 of these Terms and Conditions.
  - 7.3. The Customer may resell, process, combine or mix with other property, or otherwise integrate goods under retention of title in normal business operations, as long as the Customer is not defaulting. The Customer shall be prohibited from taking any other disposition regarding goods for which OA retains title, OA shall be promptly notified

about any hypothecation or other seizure of goods under retention of title through a third party. All intervention costs will be charged to the Customer if and to the extent that they cannot be collected from such third party. If the Customer grants his buyer additional time for payment of the sales price, Customer shall reserve title in goods resold with retention of our title under the same terms which we have applied when delivering such goods with retention of title. The Customer shall be prohibited from any other kind of resale.

- 7.4. The Customer immediately assigns to OA any receivables resulting from a resale of goods initially sold with retention of our title. These will be used to substitute the goods under retention of title as collateral of the equivalent amount. The Customer shall only be entitled and authorized to resell such goods if his receivables therefrom accrue to OA.
- 7.5. If the Customer resells goods under retention of our title together with goods from other suppliers at a certain total price, Customer shall assign to OA his receivables from such resale in the same amount as stated in our invoice for goods initially sold with retention of title.
- 7.6. If an assigned receivable is included into a current account, the Customer immediately assigns to OA that part of the balance which is equivalent to the amount of such receivable, including the final balance from current account operations.
- 7.7. Until OA gives notice of revocation, the Customer shall be authorized to collect receivables assigned to OA. OA shall be entitled to such revocation if the Customer fails to meet his payment obligations under the business relationship with us in due course. If the preconditions for exercising a revocation right are fulfilled, the Customer shall promptly notify us of any assigned receivables with respective debtors, furnish all data required for collection of such receivables, hand over all related documentation and advise the debtors of such assignment. OA reserves the right to personally advise the debtors of such assignment.
- 7.8. If the value of the collateral deposited in our benefit exceeds the amount of secured claims by a total of more than fifty (50) per cent, the Customer shall be entitled to demand that OA insofar release securities of our own choice.
- 7.9. If OA claims retention of title, this shall only be understood as rescind of the contract if expressly stated so by us in writing. The Customer's right to possess goods under retention of title shall be null and void if he fails to meet his contractual obligations.

## 8. Software Rights

- 8.1. Software programs will fully remain property of OA. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, unless with our prior written consent, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for own use.
- 8.2. The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended.
- 8.3. Typically, no source programs are provided. This shall require a special written agreement in each particular case.

## 9. Warranty

- 9.1. Goods sold hereunder are covered by a standard warranty against defects in material and workmanship provided the Goods and Services are subjected to normal use, use according to intended use and service. The applicable warranty period is twelve (12) months from the invoice date, or any other warranty period otherwise stipulated in writing by OA under this sale.
- 9.2. The Customer is obliged to examine each Delivery immediately upon arrival. Any apparent defects (including damage in transit), incompleteness of the goods or any other variances from the confirmation of the order have to be notified immediately upon arrival of the Delivery at the destination in writing by specifying the defect, incompleteness or other variances, and quoting the invoice number.
- 9.3. The goods claimed to be defective shall be returned to OA for examination or will be examined by OA on location. In case of returning the goods need to be sent in their original or equivalent packaging. OA shall remedy defects if the warranty claim is valid and within the warranty period. It is at OA discretion whether OA will remedy the defect by repair or replacement. OA shall only bear costs necessary to remedy the defect.
- 9.4. OA shall be entitled to refuse to remedy defects. OA may refuse to remedy defects if the Customer has not complied with our request to return the goods claimed to be defective.
- 9.5. The Customer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Customer shall not be entitled to rescind the contract or to reduce the contract price, unless the Customer has previously given us twice a reasonable period to remedy the defect which we have failed to observe, unless setting of such a period to remedy defects is dispensable. In the event of rescission, Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods.
- 9.6. Any rights of the Customer to receive damages or compensation shall be governed by the provisions of article 9.12 of these Terms and Conditions.
- 9.7. Specifications of the OA goods, pictures, drawings, data about weight, measure and capacities contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the goods.
- 9.8. Limits for variations must be expressly agreed in the order confirmation.
- 9.9. OA shall not accept any warranty claims and liability for defects in the Goods supplied if they are caused by normal wear and tear, such as, but not limited to, reusable sensors, trolley and parts of the trolley (e.g. wheels), tubing.
- 9.10. Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with our original product specifications.
- 9.11. The Customer shall be obliged to notify defects, problems and inadequate functioning directly to OA.
- 9.12. The limitation period for claims for defects shall be 12 months. This shall not apply to claims for damages based on damages of body or health caused by a defect for which OA is responsible or claims for damages based on our intentional or grossly negligent conduct.

## 10. Limited Liability

- 10.1. The total liability of OA for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Goods or Services, shall not exceed the Contract Price.
- 10.2. In case of a breach of contractual obligations, defective deliveries or tortuous acts, OA shall only be obliged to compensate damages or expenses —subject to any other contractual or statutory conditions for liability— if OA acted intentionally or with gross negligence or in cases of minor negligence, if such negligence results in the breach of an essential contractual duty (a duty the breach of which puts the fulfillment of the purpose of the contract at risk). However, in case of minor negligence, our liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract.
- 10.3. The limitation period for claims against us —based on whatever legal ground— is 12 months from the date of delivery to the Customer and in case of tortious claims, 12 months from the date the Customer becomes aware or would have become aware of the grounds giving rise to a claim and the liable person, had the Customer not been grossly negligent.
- 10.4. OA liability for software supplied by OA shall be limited to liability for losses or alteration of data caused by the program; however, OA shall not be liable for any losses or alteration of data which could have been avoided by the Customer's compliance with its duty to secure such data at appropriate intervals and at least once per day.
- 10.5. OA and its representative directors, officers, employees, agents and their respective successors, heirs and assigns, are not liable for any damages, losses, obligations, costs and expenses, including attorney's fees that may incur by third parties in connection with a claim for damage to or loss of tangible personal property, breach of warranty, or for bodily injury, sickness and/or death sustained by any customer (collectively "damage") if or where the damage is caused by or arises in connection with (a) improper use of the Goods (e.g. use outside intended use), (b) unauthorized modification of the Goods, (c) fault or negligence by the user, (d) breach of any warranty or other obligation by the user.

## 11. Disposal

Customer is obliged to closely observe our goods accompanying documents and to ensure the correct disposal of the goods in accordance with the applicable law and regulations.

## 12. Confidentiality

- 12.1. Unless otherwise expressly stipulated in writing, no information provided to us in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.
- 12.2. OA points out that personal data in relation to our contractual relationship may be stored by OA, but always remains confidential.

## 13. Intellectual property

The Customer acknowledge that any and all of the intellectual property rights (including inventions, patents, trademark and copyright) and the know-how, used or embodied in, or in connection with the Goods sold shall remain the sole property of OA.

## 14. Miscellaneous

- 14.1. The place of jurisdiction, provided you have a legal entity under public law or special fund under public law is the place of business of OA, guided by these Terms. However, we can take legal action against you in the location of your business.
- 14.2. Governing law shall be the law of The Netherlands with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.3. Should any of the clauses of these Terms and Conditions be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.