

General terms & conditions of sale of Dovideq Medical Systems BV

Article 1 Definitions

1.1 In these General Terms and Conditions, the following terms shall have the following meanings:

General Terms and Conditions: these general terms and conditions.

Dovideq: Dovideq Medical Systems B.V. established in Enschede, having its office in Hengelo at the Hassinkweg 10, 7556 BV, registered in the Chambers of Commerce under number 861645716.

Intellectual Property Rights: all rights of intellectual property and related rights such as copyright, trademark, design right, trade name right and database right.

Client: the legal entity that signed the agreement.

Agreement: the agreement between Dovideq and the Client pursuant to which Dovideq provides services to the Client.

SLA: Service Level Agreement

Article 2 Applicability

2.1 These terms and conditions apply to all offers and deliveries of Dovideq insofar as these terms and conditions or parts thereof are not expressly excluded in writing.

2.2 Purchasing terms and conditions of the client shall only apply if expressly agreed or if any legal provision obliges them to do so.

2.3 Dovideq is entitled to amend the general terms and conditions. After the notification to the client of a change in the general terms and conditions, these terms and conditions shall be accepted by the client if the client does not notify Dovideq of any objections within thirty days of the notification.

Article 3 Realization of the agreement

3.1 Offers made by Dovideq are without obligation insofar as the offer does not fall within the acceptance period mentioned in the offer.

3.2 An agreement is established by signing the offer.

3.3 All prices mentioned in the offer or agreement are in Euros, excluding VAT, import duties and other government levies.

Article 4 Contract term, delivery period and delivery

4.1 Agreements regarding maintenance or the use of software shall be entered into per calendar year and renewed annually, unless otherwise stated in the agreement. For the first period, an amount in proportion to the remaining year shall be payable. 4.2 Agreements for the rental or lease of equipment shall be entered into for a period of four years and may only be terminated during this period if Dovideq agrees to the termination. After these four years, the agreement will be prolonged annually.

4.3 Notice of termination shall be given in writing before 1 November.

4.4 If no ultimate date of termination of the agreement has been specified or if the parties have chosen to continue the agreement after that date, Dovideq shall be entitled to terminate the agreement if compliance can no longer be reasonably expected. In this situation, a separately concluded software agreement shall end simultaneously.

4.5 Delivery of goods shall take place within three months unless otherwise agreed.

4.6 The delivery condition is FCA Incoterms 2020 unless agreed otherwise. From the moment of delivery by Dovideq, the client bears the full risk with regard to the goods.

4.7 All quotations are freight paid to the carrier FCA Incoterms 2020.

4.8 If the client wishes to have the goods insured against damage, loss or theft during transport, it is up to the client to take out insurance to cover this. This provision shall also apply to transports subcontracted by the client to Dovideq.

Article 5 Payments

5.1 For deliveries and services, the client shall receive an invoice stating the agreed amounts plus any taxes due and transport costs.

5.2 Payment of the invoice shall take place within the period stated on the invoice by transferring the amount to the bank account stated on the invoice. If no term is stated on the invoice, the payment term is 30 days counted from sending the invoice.

5.3 Any appeal by the client to postpone payment is not permitted.

5.4 If no payment has been received by Dovideq after the payment deadline, the client shall be in default.

5.5 Dovideq shall be entitled to charge legal interest on the outstanding amount during the period of default.

5.6 If payment is not made in an amicable manner and Dovideq has to hand over the claim for collection, the client shall also be liable for judicial and extrajudicial costs.

5.7 Payments will be charged in the following order: interest, costs, principal amount.

5.8 Client shall remain liable for payment during the suspension of payments as referred to in article 10.1 and during any suspension of payments insofar as the agreement is not terminated as referred to in article 11.2.

Article 6 Retention of title

6.1 Equipment delivered under a rental or lease agreement remains the property of Dovideq.

6.2 Equipment delivered on the basis of a sales agreement shall remain the property of Dovideq until the obligations referred to in Article 5 have been met.

6.3 The client is not permitted to pledge equipment or establish any other rights to it as long as ownership remains with Dovideq.

6.4 If in a situation of bankruptcy or suspension of payments an attachment is levied, the client is obliged to point out the rights of Dovideq to the person levying the attachment or the receiver.

6.5 If Dovideq's property is lost as a result of an event beyond Dovideq's control, the client shall be liable for compensation towards Dovideq. It is up to the client to take out insurance to cover this.

Article 7 Intellectual property rights

7.1 All intellectual property rights shall remain vested in Dovideq. Intellectual property rights created during or resulting from the agreement shall also belong to Dovideq, both during and after the conclusion of the agreement.

7.2 The client is not permitted to disclose or exploit intellectual property belonging to Dovideq.

7.3 If the client infringes the provisions of article 7.2, the client shall owe DovidEQ a penalty of € 500,000.

7.4 The client is required to compensate DovidEQ for any damage suffered as a result of an infringement of intellectual property rights.

Article 8 Warranty

8.1 DovidEQ guarantees the uninterrupted operation of the equipment delivered by DovidEQ. This warranty extends to manufacturing defects.

8.2 Warranty claims based on inexpert use or insufficient maintenance are explicitly excluded.

8.3 The warranty period depends on the product supplied and forms part of the offer as referred to in article 3. If the offer does not include a period, this will be 2 years.

8.4 Upon receipt of the goods, the Principal shall check the goods for visible imperfections. If the client discovers such imperfections, it shall inform DovidEQ immediately, before putting the goods into use and no later than 8 days after receipt of the goods.

8.5 If, when being used, the equipment displays behaviour which is not what is expected, the client shall inform DovidEQ immediately. The client shall cease attempts to use the equipment until an engineer from or on behalf of DovidEQ grants permission.

8.6 DovidEQ undertakes to respond to complaints within one day and to ensure the uninterrupted operation of the equipment within a reasonable period.

8.7 Minor imperfections do not suspend the payment obligation nor are they a reason to dissolve the agreement.

8.8 In the event of non-conformity, DovidEQ and the customer will discuss how to proceed with the agreement.

8.9 Any modifications made to the equipment by the client shall exclude any form of warranty.

Article 9 Liability and indemnity

9.1 DovidEQ shall use all due care and skill in performing the work, producing the equipment and software. DovidEQ shall not be liable for any damage originating from the provision of incorrect or incomplete data.

9.2 DovidEQ shall not be liable for any damage arising from the use of the equipment insofar as the obligation to pay damages is not apparent from Dutch law. DovidEQ shall also not be liable for any persons engaged by DovidEQ in the execution of the agreement insofar as the obligation to pay damages is not apparent from Dutch law.

9.3 DovidEQ rejects any damage which exceeds the value of the performance delivered in accordance with the agreement.

Should the court decide otherwise, the damage shall never exceed the statutory liability under Dutch law.

9.3 The client shall indemnify DovidEQ against all claims by third parties.

Article 10 Suspension of the agreement

10.1 DovidEQ shall be entitled to suspend the agreement if the client is in default for 60 days or more as referred to in article 5 or if the client has been granted a moratorium or declared bankrupt. During the suspension, data generated by the client will be retained but access to them will be closed.

10.2 In the event that the suspension in the first paragraph of this article is based on a rental or lease agreement, DovidEQ shall be entitled to demand the equipment if, within one week of the suspension, the situation of default has not been terminated.

Article 11 Termination of the agreement

11.1 The agreement will end if one of the parties gives notice as referred to in Article 4.3 or if the parties in consultation jointly terminate the agreement.

11.2 DovidEQ is entitled to terminate the agreement if the default as stated in article 5 continues for six months or longer. 11.3 DovidEQ shall be entitled to terminate the agreement immediately and without judicial intervention if the customer is in a state of suspension of payments or bankruptcy.

11.4 Premature dissolution of the agreement as a result of a situation referred to in the second or third paragraph of this article shall entitle DovidEQ to claim the damage resulting from this premature dissolution.

Article 12 Force majeure

12.1 DovidEQ cannot be held liable for compliance with the agreement in a situation of force majeure. If DovidEQ invokes force majeure, it shall notify the client immediately.

12.2 If the force majeure situation persists for longer than 6 months, the parties shall be entitled to dissolve the agreement. 12.3 Force majeure shall never result in liability for damage.

Article 13 Applicable law

13.1 Dutch law shall apply to all agreements concluded by DovidEQ. This passage also applies to agreements with clients outside the Netherlands by which it is said that Dutch law prevails over international trade treaties and regulations insofar as these treaties and regulations do not oppose it.

13.2 If any provision of these terms and conditions is null and void or is annulled, the other terms and conditions will remain in full force.

13.3 Should disputes arise from the agreement, they will be submitted to the competent court in Zwolle.