

GENERAL TERMS AND CONDITIONS OF MEDICAL TRAINING TOOLS B.V.

Having its registered office at the Hoveniersberg 19 in (4708 HD) Roosendaal, Netherlands

Registered with the Chamber of Commerce under number 65041127

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Article 1. Definitions

In these general terms and conditions the following terms are capitalised and used in the following meaning, unless expressly indicated otherwise:

1. **Supplier:** the private company with limited liability Medical Training Tools B.V., counterparty to the Agreement with Buyer and user of the general terms and conditions within the meaning of article 6:231 under b of the Dutch Civil Code.
2. **Buyer:** the natural person or legal entity who purchases goods from Supplier and who is the other party to the Agreement with Supplier within the meaning of article 6:231 under c of the Dutch Civil Code.
3. **Offer / Proposal:** Proposal by Supplier to Buyer to conclude an Agreement, for example in a quotation or price list.
4. **Order:** the Order for the supply of goods by Buyer at Supplier .
5. **Agreement:** the Agreement between Supplier and the Consumer on the basis of which Supplier will deliver goods to Buyer against payment.
6. **Parties:** Supplier and the Buyer jointly.
7. **In writing:** "In writing" for the purposes of these general terms and conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.

Article 2. Applicability

1. The present general terms and conditions are applicable to any and all Proposals, Agreements and deliveries of Supplier, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. Any general terms and conditions of Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Supplier in writing.
3. Should Supplier have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms

and conditions as yet. The Buyer cannot derive any rights from the manner in which Supplier applies the present terms and conditions.

4. The present terms and conditions are equally applicable to all Agreements concluded with Supplier for the implementation of which third parties must be relied on.
5. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Supplier be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Supplier.
6. The Buyer with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Supplier at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Buyer and Supplier and the present terms and conditions the content of the Agreement shall prevail.

Article 3. Proposals and offers

1. Any and all Proposals and Offers of Supplier are revocable and are made subject to contract, unless indicated otherwise in writing.
2. A complex quotation shall not oblige Supplier to deliver a part of the goods included in the Proposal or Offer or the performance of a part of the activities at a corresponding part of the price quoted.
3. The content of the delivery shall exclusively be determined by the description of the delivery and/or contract specified in the Offer and order confirmation. If the acceptance deviates (on subordinate points) from the Proposal included in the Offer then Supplier shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Supplier indicates otherwise.
4. Clear errors or clerical errors in the Proposal of Supplier shall not bind Supplier.
5. The prices in the Proposals and Offers of Supplier shall be exclusive of VAT and other official duties, unless expressly indicated otherwise.
6. Supplier is entitled to change its prices at any time. Proposals and Offers shall not automatically be applicable to repeat orders.

Article 4. Conclusion of the agreement

1. Barring the provisions set forth below an Agreement with Supplier shall only be concluded after Supplier has accepted respectively confirmed a contract in writing. The order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing.
2. Orders placed via Suppliers website shall, notwithstanding the provisions of paragraph 1 of this article, be concluded after Buyer has completed all steps in the online ordering process successfully. Supplier will then confirm the order in writing to Buyer.
3. Additional arrangements agreed on or changes made later shall only have binding effect on Supplier if they have been confirmed in writing by Supplier within fourteen (14) days and the Buyer did not object to the same in writing within three (3) working days.
4. The invoice shall be deemed to correctly and completely represent the Agreement for Agreements, activities or transactions for which, due to their nature and scope, no written Offer or order confirmation is sent, barring written objections submitted within seven (7) working days after the date of the invoice.
5. Each and every Agreement shall be concluded by Supplier on the suspensive condition that Supplier shall be authorised to check the creditworthiness of the Buyer, the latter in connection with the financial compliance with the Agreement. Should Supplier be of the opinion, on reasonable grounds, that the Buyer is not (sufficiently) creditworthy then Supplier shall be entitled to temporarily suspend its obligations. Should there be question of this kind of suspension then Supplier shall forthwith inform the Buyer accordingly in writing and give the Buyer the opportunity to provide security.

Article 5. Delivery and delivery times

1. Unless otherwise agreed, delivery shall take place at the delivery address specified by the customer. Unless the parties have expressly agreed otherwise in writing, any costs for transport of the deliverables and all related costs such as packaging, insurance, etc. shall be for the account of the Buyer.
2. If the delivery of goods takes place at a delivery address specified by the Buyer then the Buyer must see to it that the location where the goods must be delivered is located on the ground floor and is properly accessible and passable for the transport and/or supply of the goods over a paved road.

3. Transport of the goods is at all times done at the Buyer's risk, regardless of whether the mode of transport was determined by the Supplier of Buyer and regardless of who will pay the costs of transport, unless otherwise agreed upon in writing.
4. If Supplier has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Buyer should, therefore, give Supplier written notice of default. Supplier must then be granted a reasonable time limit to implement the Agreement as yet.
5. If and to the extent that this is, at the discretion of Supplier, required for a proper implementation of the Agreement, Supplier shall be entitled to rely on third parties for the performance of certain activities.
6. The Buyer shall see to it that all data of which Supplier indicates that they are required or of which the Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Supplier in a timely fashion. If the data required for the implementation of the Agreement have not been supplied to Supplier in a timely fashion then Supplier shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.
7. Supplier shall be allowed to deliver goods sold in consignments. If the goods are delivered in consignments, Supplier shall be authorised to invoice each consignment separately and to require payment in accordance with the applicable payment terms.
8. The Buyer shall be obliged to take receipt of the purchased goods at the moment that the same are made available to it or are offered for receipt to the Buyer.
9. Should it not be possible to deliver the goods to the Buyer on account of a reason that can be attributed to the Buyer, then Supplier reserves the right to store (have stored) said goods at the expense and risk of the Buyer. After storage a period of thirty (30) days applies within which the Buyer shall enable Supplier to deliver the goods as yet. All unless Supplier has expressly imposed a different period in writing.
10. If the Buyer also fails to comply with its obligations after the expiry of the time limit as intended in the previous paragraph of this article the Buyer shall by operation of law be in default and Supplier shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Supplier shall be authorised to sell the goods to third parties or to use the same for the implementation of other Agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed, stipulated and/or payable price as well as a possible surcharge and/or other costs.

Article 6. Inspection and complaints

1. The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered have to be filed ultimately within seven (7) days after delivery, in writing, and should together with the packing slip be submitted to Supplier. After the expiry of the said period, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer. The Buyer has to hold the defective goods available for Supplier. The submission of a complaint shall not suspend the Buyer's payment obligation in respect of the goods in question.
2. Complaints shall be valid only to the extent that the packaging of the goods still is in its original and undamaged condition. Should it upon arrival be visible from the outside that the goods are damaged, the Buyer has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery, and it should, in derogation from the provisions of paragraph 1 of this article, inform Supplier hereof within twenty four (24) hours after receipt.
3. The defective goods can only be returned after prior consultation with one of the salespeople of Supplier.
4. If goods have been assembled or processed by the Buyer, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Supplier shall not be obliged to compensate in any manner whatsoever.
5. Complaints in respect of goods collected that contain defects, should be made forthwith at the time of delivery.
6. If goods delivered under manufacturer's or importer's warranty are returned for the assessment of the warranty by the manufacturer or importer, the costs that may in that connection be incurred by Supplier shall be charged to the Buyer.

Article 7. Price changes

1. If after the conclusion of the Agreement, however prior to the delivery, one or more of the cost factors undergo a change then Supplier shall be entitled to adjust the stipulated price accordingly. Supplier shall in any case be authorised to charge

additional costs if there is question of cost increasing circumstances which Supplier did within reason not have to take into account, which cannot be blamed on Supplier or which are considerable compared to the price of the delivery.

2. Moreover, the following are passed on to the Buyer in full, to the extent that these changes take place after the date of the Offer:
 - a. taxes, import duties, duties, wages, terms and conditions of employment, social insurance contributions or other levies imposed or changed by the Dutch government (also including the European government) and/or trade unions;
 - b. changes in the wages, terms and conditions of employment, Collective Labour Agreements, VAT or social insurances and the like implemented by the government or trade unions and/or changes in the prices of suppliers;
 - c. price increases resulting from exchange rates, wages, raw materials, semi-manufactured products, packaging material, etc.
3. If Supplier is of the opinion that cost increasing circumstances have occurred then it must forthwith inform the Buyer accordingly adequately and in writing.
4. If Supplier increases the price by more than 10% of the original invoice amount within three (3) months after the conclusion of the Agreement then the Buyer shall be authorised to dissolve the Agreement with Supplier without charge, unless Supplier indicates to be willing to implement the Agreement at the original price as yet. If the Buyer intends to dissolve the Agreement with Supplier in case of a price increase then the Buyer must inform Supplier of said intention to dissolve the Agreement within fourteen (14) days after the notification of the price increase by means of a registered letter.

Article 8. Invoicing and payment

1. When entering into an Agreement with Buyer Supplier is entitled to ask for an advance of 50% of the purchase price. Advances should be paid immediately and will be subtracted from the (final) invoice.
2. The payment of invoices must take place within fourteen (14) days after the date of the invoice, in a manner to be indicated by Supplier in the currency of the invoice.
3. After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.
4. As from the moment of default the Buyer shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Supplier incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Buyer. In that case the Buyer shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 75.00 (in words: seventy-five euros). Should the costs actually incurred and to be incurred by Supplier exceed the aforementioned amount then these costs shall equally qualify for compensation.
5. If the Buyer does not comply with its payment obligations in a timely fashion then Supplier shall be authorised to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Supplier may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.
6. In case of liquidation, insolvency, debt management or suspension of payment of the Buyer or a relevant application or petition the claims of Supplier and the obligations of the Buyer vis-à-vis Supplier shall immediately fall due.
7. Payments made by the Buyer are first applied to payable interest and costs, secondly to the oldest due and payable invoices, even if the Buyer specifies that the payment is related to a later invoice.
8. If the Buyer has, on any account whatsoever, one or more counterclaims vis-à-vis Supplier then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent.

Article 9. Reservation of title

1. Any and all goods delivered or to be delivered by Supplier shall remain the property of Supplier up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Supplier on account of any Agreement concluded with Supplier for the delivery of goods, the performance of activities or the supply of services, including claims in connection with a failure to comply with this kind of Agreement.
2. A Buyer who acts as a reseller shall only be authorised to sell and deliver the goods that are subject to the reservation of title of Supplier to the extent that this falls within the framework of the normal business operations of its company.

3. The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Supplier. If third parties (wish to) establish (limited) rights on the goods subject to the reservation of title then the Buyer shall forthwith inform Supplier accordingly.
4. Supplier hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Supplier.
5. The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Supplier.
6. The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Supplier insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Supplier, be pledged to Supplier in an undisclosed manner by way of additional security for the claims of Supplier vis-à-vis the Buyer.
7. If the Buyer does not comply with its obligations or if there is justified fear that the Buyer shall not do so then Supplier shall be authorised to remove or have removed the goods delivered on which the reservation of title has been established from the Buyer or third parties that keep the goods for the Buyer. The Buyer shall be obliged to lend its full cooperation to this subject to a penalty of 10% per day of the amount payable by the same.

Article 10. Suspension and dissolution

1. If the Buyer fails to comply with its obligations under the Agreement then Supplier shall, without prejudice to the relevant provisions set forth in the Agreement, be entitled to dissolve the Agreement out of court by means of a registered letter. The dissolution shall only take place after the Buyer has been given written notice of default and has been offered a reasonable time limit to remedy the shortcoming.
2. Supplier shall, without any demand or notice of default being required, moreover be authorised to dissolve the Agreement, either in whole or in part, out of court by means of a registered letter and with immediate effect if:
 - a. the Buyer applies for (provisional) suspension of payment or if the Buyer is granted (provisional) suspension of payment;
 - b. the Buyer files a winding-up petition or is declared insolvent;
 - c. the Buyer submits a request for (statutory) debt management or debt counselling or when any statutory provision regarding debt management or debt counselling (*Wet schuldsanering natuurlijke personen*) applies to the Buyer;
 - d. the company of the Buyer is liquidated;
 - e. an important part of the company of the Buyer is taken over;
 - f. the Buyer discontinues its current company;
 - g. an attachment is, through no fault of Supplier, imposed on a considerable part of the assets of the Buyer or if the Buyer should otherwise no longer be deemed able to comply with the obligations on account of the Agreement.
3. The Buyer shall only be authorised to suspend or dissolve the Agreement with Supplier to the extent that said authority derives from the law. If the Buyer has already received performances for the implementation of the Agreement at the time of dissolution then the Buyer can only partly dissolve the Agreement and such exclusively for the part that has not been implemented yet by or on behalf of Supplier.
4. Amounts that have been invoiced by Supplier to the Buyer prior to the dissolution in connection with that which Supplier has already performed for the implementation of the Agreement shall remain payable by the Buyer to Supplier and shall immediately fall due at the time of dissolution.
5. If the Buyer, after having been given notice of default in connection therewith, fails to comply, fails to comply in full or fails to comply in time with any obligation on account of the Agreement, Supplier shall be entitled to suspend its obligations vis-à-vis the Buyer without being liable to pay any compensation to the Buyer in that respect. Supplier shall also be entitled to this in the circumstances as intended in paragraph 2 of this article.

Article 11. Warranties

1. Supplier warrants that the goods to be delivered comply with the usual requirements and norms that can be imposed on the same and are free from any defects whatsoever.
 2. Drawings, technical descriptions, specimens, samples, images, colours, sizes and indications of materials used shall be stated by Supplier in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the Buyer a right to complain, replacement, compensation of damage or any other right, unless the Agreement expressly provides for a smaller margin in respect of deviations.
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3. If the goods to be delivered do not comply with the warranties provided then Supplier shall, at the discretion of Supplier, replace or repair the good within a reasonable time limit after receipt of the same or, if return is within reason not possible, after written notification of the defect by the Buyer. In case of replacement the Buyer hereby already commits to return the good to be replaced to Supplier and to transfer the title to Supplier.
4. If the Agreement with the Buyer concerns goods which Supplier purchases or has purchased from third parties, no other rights shall accrue to the Buyer than those which it may invoke directly against the manufacturer or against the supplier of Supplier, under the warranty given by that manufacturer or supplier in respect of the goods supplied. In case the warranty is invoked, the handling thereof shall be fully at the discretion of the manufacturer or supplier in question.

Article 12. Liability

1. The Supplier's liability is limited to the warranty that was provided on those goods. Any further liability for damages is excluded. If Supplier is liable for damage, said liability shall be limited to compensation of direct damage and will be limited to the actual compensation paid by the insurer of Supplier in that specific case. If the insurer, for whatever reason, does not pay compensation, the liability of Supplier will be limited to compensation of direct damages and at most to the purchase price of the goods, or that part of the Agreement to which the liability relates. Direct damage is exclusively understood as:
 - a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
 - b. the possible reasonable costs incurred in order to have the defective performance of Supplier comply with the Agreement, unless they cannot be attributed to Supplier;
 - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the Buyer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Supplier shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, losses due to business interruptions and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
3. Supplier shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.
4. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Supplier.

Article 13. Force majeure

1. The parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence (*schuld*) and must neither be at their expense by law, a legal act or generally accepted practice.
2. Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Supplier cannot exert influence, but which prevent Supplier from fulfilling its obligations. This shall also include strikes in the company of Supplier or the manufacturer or supplier.
3. Supplier shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Supplier should have already complied with its commitment.
4. During the period that the force majeure continues the parties can suspend the obligations on account of the Agreement. If this period lasts longer than thirty (30) days then each party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
5. To the extent that Supplier has already partly complied or shall comply with its obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied with or to be complied with respectively, then Supplier shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

Article 14. Indemnity

The Buyer shall indemnify Supplier against possible claims of third parties who incur damage in connection with the implementation of the Agreement or the use of the goods and of which the cause can be blamed on others than Supplier, including claims of third parties with regard to intellectual property rights on materials and data supplied by the Buyer that are used for the implementation of the Agreement. In the event that Supplier should be challenged by a third party in this respect, then the Buyer shall be obliged to assist Supplier both in and out of court and to immediately do all that may be expected of it in

such a case. If the Buyer fails to take adequate measures then Supplier shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of Supplier and third parties arisen as a result thereof, shall be fully for the risk and expense of the Buyer.

Article 15. Applicable law and choice of forum

1. All Agreements concluded and to be concluded by Supplier shall be governed by Dutch law.
2. All disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in accordance with the following provisions:
 - a. the arbitral tribunal shall be composed of one arbitrator;
 - b. the place of arbitration shall be Roosendaal;
 - c. the proceedings shall be conducted in the Dutch language;
 - d. the arbitral tribunal shall decide in accordance with the rules of law.

Article 16. Change and interpretation of the terms and conditions

1. In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.
2. The most-recently filed version and/or the version as applicable at the time of conclusion of the Agreement shall always apply.