

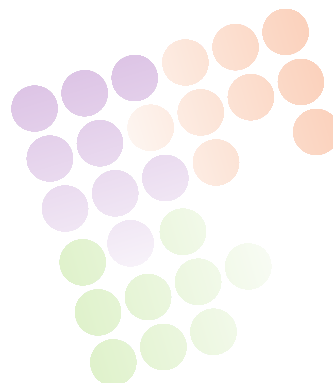


Appendix 1:

General Terms and Conditions

for sale and delivery

Soluvos Medical B.V. English



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1. Applicability

1.1 These General Terms and Conditions for sale and delivery (the "GTC") are applicable to all special offers and to all accepted commissions to delivery of goods or services by Soluvos Medical BV. Applicability of (general) terms and conditions applied by the Principal is hereby explicitly rejected by Soluvos Medical BV. Parties can only legally deviate from these GTC provided that such is explicitly being agreed and recorded in writing.

1.2 Under Principal will be understood the customer, buyer, lessee and anyone that concludes or wishes to conclude with Soluvos Medical BV an agreement, and also the person to whom, or for whom Soluvos Medical BV makes an offer.

2. Agreement

2.1 All our designated offers of special offers have, unless explicitly stated differently, a validity period of 30 days, to be counted from the date of the designated offer or special offer. Data in price lists and folders are non-binding and based on execution of the Agreement by Soluvos Medical BV under normal circumstances and during normal working hours.

2.2 Soluvos Medical BV is at all times authorised to break off negotiations with the Principal without stating reasons and without being held to any compensation of damages, or to be obliged to (continue to) negotiate.

2.3 Each commission/Purchase Agreement comes into force by means of a written order confirmation of Soluvos Medical BV as of the date of this confirmation.

2.4 Verbal promises by and agreements with subordinates of Soluvos Medical BV solely bind Soluvos Medical BV insofar they have been confirmed by Soluvos Medical BV in writing.

3. Delivery time

3.1 If a delivery date or week is agreed, then the delivery time is formed by the period between the date of conclusion of the Agreement and the delivery date.

3.2 If Soluvos Medical BV foresees that the agreed delivery time will be exceeded, then the Principal shall be notified thereof in writing.

3.3 The delivery time is based on the work circumstances prevalent at the time of the conclusion of the Agreement and on timely delivery of the materials ordered for the execution of the work by Soluvos Medical BV. If outside the fault of Soluvos Medical BV a delay emerges as a consequence of changing of work circumstances referred to or because materials timely ordered for the execution of the work are not being delivered on time, then the delivery time will be extended insofar necessary.

3.4 Notwithstanding the stipulations elsewhere in these GTC with regard to extension of the delivery time, the delivery time will be extended with the duration of the delay that emerges at the side of Soluvos Medical BV as a consequence of the non-

compliance by the Principal with any obligation deriving from the Agreement or cooperation to be required of Principal with regard to the execution of the Agreement.

3.5 Except for gross fault at the side of Soluvos Medical BV, exceeding of the delivery time shall give the Principal no right to dissolution in whole or in part of the Agreement or right to compensation of damages. On this exclusion shall no claim be made if the Principal is a consumer.

3.6 Exceeding of the delivery time – by whichever cause – gives the Principal no right to execute or letting execute the without authorisation by the court activities for the execution of the Agreement.

3.7. Except for in case of wilful intent and gross fault, Soluvos Medical BV is not liable for damage of Principal, as a consequence of the exceeding of the agreed delivery time. If and insofar Soluvos Medical BV would however be liable for the damage referred to before, then this liability is limited to the amount that the enterprise liability insurer of Solutiones vobis pays out in a prevalent case.

4. Transport and insurance

4.1 The delivery of goods takes place within the Netherlands free of charge to home, whereby Soluvos Medical BV reserves the right to determine by itself the manner of transport and packaging, unless explicitly agreed differently. Unless agreed differently Soluvos Medical BV can bring an amount of freight and administration costs into account against the standard rate from the current price list. Deliveries abroad are exclusive of delivery and shipping costs.

4.2 Soluvos Medical BV reserves the right to deliver COD, against advance payment or against cash payment, when this, in the opinion of Soluvos Medical BV, should be desirable or necessary.

4.3 If the Principal desires another manner of delivery than which by Soluvos Medical BV prefers, then the Principal shall bear the related costs and shall pay the transporter directly.

4.4 The product is deemed to have been delivered in a good by the signing by the recipient of the proof of receipt, or so much earlier as Principal has actually received the product and has not protested or complained immediately after receipt. In case of delivered services, the service will be deemed to have been executed to satisfaction by the signing of the order slip or (if sooner) if the service is actually delivered, while complaints about the service have remained absent. Soluvos Medical BV is at all times authorised to – if necessary – demonstrate in any other possible manner that the delivered products and services comply with the Agreement. From the moment of actual delivery of the purchased products the risk of all direct and indirect damage to the product (for instance by damaging) lies with Principal, even if the property has not yet been transferred to Principal (see art. 4.6). Complaints over not immediately visible defects to delivered products must no later than within 1 week after actual delivery be made known to Soluvos Medical BV After expiry of this term any liability of Soluvos Medical BV is excluded.

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4.5 Soluvos Medical BV is authorised to perform in parts. Orders or parts thereof, which cannot be delivered immediately, will be noted for after delivery. Invoices with regard to partial deliveries must be paid within the applicable payment term. Article 10 of these GTC is applicable hereto.

4.6. As stated in art. 9 of these GTC, all products are under retention of property. The property on the delivered products remains with Soluvos Medical BV, till the moment that Principal has fully complied with all payment obligation(s) resting on him. This applies both to the purchase price and the costs of transport.

5. Return shipments

5.1 Return shipments will, unless agreed in writing in advance, not be accepted. In any case return of orders specially manufactured in commission, opened packaging, sterile goods and goods that are unsuitable to be sold again, is not possible.

5.2 The costs for the returning of goods, with which Soluvos Medical BV has consented in writing, including transport, unloading, storage and handling-out, will be for the account of the Principal and amount to 15% of the invoice value of the concerned goods with a minimum of 50 Euro.

5.3 In case of damage to the goods Soluvos Medical BV reserves the right to bring repair or replacement costs into account, or to refuse return shipments.

6. Product recall

6.1 Under circumstances Soluvos Medical BV may need to recall a product with possible defects and execute recall (of products with possible defects) and it can then, in that regard, give reasonable directions to Principal. The Principal is obliged to give hereto his full, unconditional and free of charge cooperation.

6.2. The Principal is at all times obliged to maintain, with a view on a possible product recall, proper administration, so that sold products can be recalled with direction. If Principal has maintained no proper administration, then Soluvos Medical BV is never required to move forward with a recall. Neither Soluvos Medical BV is liable in the case referred to in the previous full sentence for possible damage as a consequence of possible defects to the product or required to refunding to Principal of the paid purchase price and related costs. This applies also if Principal would dissolve the executed Agreement.

7. Prices

7.1 The prices stated by Soluvos Medical BV are exclusive of turnover tax and other government levies falling on the sale and delivery and are based on delivery free of charge to home.

7.2 Soluvos Medical BV has the right to charge on to the Principal all price increasing factors, which include among others increase of cost prices and rates for materials, wage costs, social levies, taxes, costs of transport, (factory) prices of suppliers, as well as a changing in currency dimensions that have emerged after making

the offer or the conclusion of the Agreement. If the Principal does not respond in writing within 10 working days after notification of the price increase, then it is assumed that he agrees herewith. If the Principal does not agree, then the contractor is authorised to dissolve the Agreement, or to execute the Agreement under the initially agreed conditions.

8. Brands, trade names, and confidentiality

8.1 The Principal is not permitted, unless with prior permission in writing from Soluvos Medical BV, to use the brands or trade names of Soluvos Medical BV; thereunder fall: Solutiones vobis, Soluvos Medical BV and Solutiones vobis Consultancy B.V. Under forbidden use will not be understood the making of expressions which show that Soluvos Medical BV is involved in the delivery or distribution of goods and services to Principal. For further use prior permission must be requested.

8.2 If the Principal has permission to use the brands and trade names of Soluvos Medical BV, then the Principal is obliged to follow the directions of Soluvos Medical BV precisely.

8.3 The Principal is authorised to apply his own brands or trade names on the packaging of the products delivered by Soluvos Medical BV, provided that the brands or trade names of Soluvos Medical BV remain easily visible.

8.4 It is forbidden for the Principal to disclose confidential information obtained from Soluvos Medical BV in whichever manner to third parties.

8.5 The Principal may solely offer, sell and deliver the products delivered by Soluvos Medical BV in the original, undamaged, unopened packaging, to which no change or addition may be applied.

8.6 In case of non-compliance by the Principal with one of the bans recorded in section 8.1 or 8.4 or non-compliance with one of the obligations recorded in section 8.2, the Principal shall forfeit to Soluvos Medical BV a contractual fine, immediately payable upon demand and not eligible for reduction by the court, of 45,000.00 Euro and in case of non-compliance with the obligation recorded in 8.5 a contractual fine, immediately payable upon demand and not eligible for reduction by the court, of 250.00 Euro for each day on which the non-compliance continues, notwithstanding in all instances the right to full compensation of damages.

9. Retention of property

9.1 The property of the product will be transferred no sooner to the Principal and remains with Soluvos Medical BV until the moment on which all the amounts due by the Principal to Soluvos Medical BV on the basis of deliveries, including interest and (freight/transport) costs, have fully been paid to Soluvos Medical BV. If next to products also services have been delivered, then the property of the delivered products is transferred not sooner than after the Principal has fully paid all amounts due by him to Soluvos Medical BV on the basis of both the delivered products and the delivered, including interest and (freight/transport) costs, have fully been paid to Soluvos Medical BV.

9.2 Solvos Medical BV shall in a prevalent case be authorised to unhindered access to the product. The Principal shall grant to Solvos Medical BV all cooperation in order to enable Solvos Medical BV to exercise the retention of property recorded in section 1 by repossessing of the product.

9.2. If Solvos Medical BV dissolves the Agreement, in connection with non (timely) payment of the due amounts by Principal, then Solvos Medical BV is authorised to repossess the delivered products. Hereto Principal must grant the necessary cooperation. Hereunder will be understood among others the payment of the possible costs, like costs of transport. If Principal after summation does not provide the required cooperation, then he is liable to pay a contractual fine, immediately payable upon demand and not eligible for reduction by the court, for the height of the amount of the invoice, increased with an amount of 10,000.00 Euro.

10. Payment

10.1 Unless explicitly agreed differently in writing, payments must take place:

- a) within 14 days after date of the invoice or
- b) in another manner provided that such is agreed explicitly in writing.

10.2 Upon exceeding of the term referred to in 10.1, Solvos Medical BV has the right without any notification of default to bring from the due date 1% interest per month or a part thereof into account over the amount of the invoice.

10.3 If Solvos Medical BV has had to hand over its claim for collection, then the amount of the claim increased with 15% administration costs, while all in and out-of-court costs related to the collection of the claim will be for the account of the Principal, such inclusive of costs for filing for bankruptcy and costs of claiming the properties of Solvos Medical BV, taxations, etc. If and insofar Solvos Medical BV on the basis of legislation can bring more costs into account, then it is authorised thereto at all times.

10.4 Set-off by Principal with possible claims that Principal has on Solvos Medical BV, is not permitted. No claim shall be made on this exclusion if the Principal is a consumer.

10.5 Reclamations do not suspend the payment obligation of the Principal. No claim shall be made on this exclusion if the Principal is a consumer.

10.6 Solvos Medical BV has the right at all times to request advance payment, cash payment, or surety for the payment.

10.7 Complaints regarding invoices must be submitted within 14 days after date of the invoice to Solvos Medical BV in writing. In the absence thereof, it is assumed that the invoice has been accepted by the Principal as correct. Also complaints regarding invoices give no right whatsoever to postponement of payment.

11. Liability

11.1 The liability and the obligation to compliance of Solvos Medical BV is limited to compliance with the warranty obligations described in article 12 of these GTC.

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11.2 Except for gross fault of wilful intent at the side of Solvos Medical BV, the applicability of the lawful stipulations concerning product liability such as these have been established for the execution of the concerned EG-directive, Solvos Medical BV accepts liability for direct damage to the height of the compensation agreed for the delivery and all other liability, such as for enterprise damage, other indirect damage and damage as a consequence of liability towards third parties, is excluded.

11.3 By Solvos Medical BV no liability whatsoever is accepted for mechanical, electronic or other modifications, disruptions deriving there from, defects in the functioning or reduction of safety of whichever nature, which have been applied by the Principal and/or third parties to the products delivered by Solvos Medical BV, unless these third parties work under our commission.

11.4 In case the Principal is no consumer, he is required to safeguard respectively indemnify Solvos Medical BV regarding all claims of third parties to compensation of damage, for which the liability of Solvos Medical BV in these GTC in the relation with the Principal has been excluded.

11.5. If and insofar Principal is in default, as a consequence of non-compliance with any obligation resting on Principal on the basis of the Agreement with Solvos Medical BV, then any liability of Solvos Medical BV towards Principal related to non or not-proper compliance, is excluded. The late payment will here explicitly (also) be included. Insofar there at the time of the emergence of the default, would already be an instance of any liability of Solvos Medical BV, then this liability will become void as a consequence of the emergence of the default of Principal.

11.6. Insofar Solvos Medical BV, contrary to the stipulations in these GTC and the Agreement with Principal would be liable, then this liability for all sorts of damage in all instances is limited to the amount that in the prevalent case can be claimed on the basis of the enterprise liability insurance concluded by Solvos Medical BV. If so requested, Principal can obtain insight in the liability insurance policies of Solvos Medical BV.

12. Warranty stipulations

12.1 Solvos Medical BV warrants that the products delivered by it at the time of delivery possess the quality that is required for a normal use thereof, and which are not obvious to Principal. In case of sterile products this warranty applies till the expiry date stated thereon, the one and the other in accordance with the stipulations stated in 14.1.

12.2 Solvos Medical BV never warrants the absence of defects that are the consequence of the compliance with any government prescription by mandatory law with regard to the nature or the quality of the raw materials applied in the delivered and/or materials. Neither does Solvos Medical BV warrant the absence of other defects

12.3 than that stand in the way of a normal use of the product and that are obvious.

12.4 Outside the warranty fall in any case defects emerged as a consequence of: "not observing use prescriptions", "other than normal use", "the treating/processing or repairing of (or a part of) the delivered products by the Principal and/or third parties", "the non-compliance with any obligation towards Solvos Medical BV by Principal", and if the cause

of the defect is located outside the product.

13. Force Majeure

Under Force Majeure will be understood in these General Terms and Conditions for sale and delivery and in the legal relation between Soluvos Medical BV and Principal, each circumstance not dependent on the will of Soluvos Medical BV, or circumstances not imputable to Soluvos Medical BV – also even if this was already to be foreseen at the time of the conclusion of the Agreement – that prevents (proper) compliance with the Agreement permanently or temporarily, also in the instances in which as a consequence thereof damage is suffered by Principal or third parties, as well as, insofar thereunder not already understood, war, danger of war, civil war, uprising, work strike, exclusion of workers, transport troubles, fire, disasters of nature and other serious disruptions in the enterprise of Soluvos Medical BV or its suppliers.

14. Reclamation

14.1 Reclamation concerning obvious defects must take place immediately after discovery, but no later than 48 hours after the actual handover of the product or the service to the Principal, in a specified notification by phone by the Principal to Soluvos Medical BV. Reclamation concerning defects not visible at the time of the delivery, must take place immediately after discovery, but no later than within 7 days after delivery (see also art. 4.4) in a written, specified notification by the Principal to Soluvos Medical BV. Upon exceeding of the stated terms shall each claim against Soluvos Medical BV regarding the concerned defects, become void. Legal claims in this regard must be instigated within 1 year after the timely reclamation at the peril of forfeit. For consumers it shall apply that they must instigate legal claims within 2 years after the timely reclamation at the peril of expiry of the statute of limitations. Article 4.4. of these GTC also applies hereto.

14.2 Reclamations shall be processed within a reasonable term. If the reclamation over products delivered by Soluvos Medical BV has been found correct, then Soluvos Medical BV shall be given the necessary to either replace the sold or to then refund the purchase price, all of this under the condition that the concerned goods delivered by Soluvos Medical BV will be returned to Soluvos Medical BV.

15. Repairs

15.1 Repairs of possible defects, for which Soluvos Medical BV is not liable on the basis of the law or this Agreement, will be executed against the normal current rates, in compliance with the stipulations in article 11 of these GTC.

15.2 Soluvos Medical BV is authorised to let itself be assisted by third parties in the execution of activities, without prior consultation with the Principal.

15.3 All goods given to Soluvos Medical BV for repair, as well as parts thereof, whether or not belonging in property to the Principal, will be insured during the period that they are under the supervision of Soluvos Medical BV.

15.4 Soluvos Medical BV shall only then make the materials or goods replaced available to the Principal if such has been requested explicitly already at the time of the granting of

the commission. Should a request have remained absent, then the materials and goods replaced in the framework of repair will become property of Solvos Medical BV, without that the Principal can make a claim to any compensation.

16. Suspension and dissolution

16.1 In case of impediment of Solvos Medical BV to the execution of the Agreement as a consequence of Force Majeure, Solvos Medical BV is authorised to, without intervention of the court, either suspend the execution of the Agreement for no more than 6 months, or to dissolve the Agreement in whole or in part, without that it shall be liable to any compensation of damages. During the suspension Solvos Medical BV is authorised and to the end thereof it is obliged to choose for execution or for dissolution in whole or in part of the Agreement.

16.2 If the Principal does not, not properly or not timely comply with any obligation, that derives for him from the Agreement concluded with Solvos Medical BV or from an Agreement related therewith, or if a good ground exists to fear that the Principal is not or shall not be able to comply with his contractual obligations, as well as in case of bankruptcy, suspension of payment, ceasing, liquidation or partial transfer, whether or not as a surety of the enterprise of the Principal, including the transfer of an important part of his claims, then Solvos Medical BV is authorised to, without notification of default and without intervention of the court, to either suspend the execution of each of these agreements for no more than 6 months, or to dissolve this in whole or in part, such without that he will be liable to any compensation of damages or warranty and notwithstanding the rights further belonging to him. During the suspension Solvos Medical BV is authorised and at the end thereof it is obliged to choose for execution or for dissolution in whole or in part of the Agreement(s).

17. Applicable law

17.1 Solely the Laws of the Netherlands govern all agreements, to which these GTC are applicable in whole or in part.

17.2 With regard to disputes – including those which are regarded only by one of the Parties as such – that inadvertently might arise further to a commission acquired and accepted by Solvos Medical BV, including all that derives there from, shall solely be resolved by the competent court in the court district for Oost-Brabant, the Netherlands, unless Parties have agreed otherwise.

17. Invalidity

The fact that one or more of the previous articles, as a consequence of lawful measures and/or a court ruling are invalid or declared invalid, leaves the applicability of these GTC for the remainder, unaffected.