



## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY INTERSTER INTERNATIONAL B.V.

### GENERAL

#### Artikel 1. Definitions

- 1.1 In these General Terms and Conditions, the following terms have the following meanings:
- Call-Off Order: an order for the delivery of a certain number of agreed-upon Products in a certain period, based on conditions agreed in advance.
  - General Terms and Conditions: these General Terms and Conditions of Sale and Delivery of Interster International.
  - Course Participant: every party following a Course and/or present at a teaching day.
  - Course: the training, teaching programmes and teaching days organised by Interster International, including but not limited to the Interster Education Programme.
  - Services: all work to be performed and services to be provided by Interster International for the benefit of the Other Party, for which the Other Party has or has not issued an order to Interster International and which order was accepted by Interster International.
  - Provision of Services: every form of work to be performed, in the broadest sense of the word, for which the Other Party has or has not issued an order to Interster International.
  - Defect: a Product that does not have the qualities that could be expected of that Product under normal use conditions.
  - Interster International: the private limited liability company Interster International B.V., with its registered office in (1521 RC) Wormerveer, at Samsonweg 2, registered in the Commercial Register of the Chamber of Commerce under number 35026028, available for contact between 08:30 am-05:00pm by telephone via +31(0)75-6272222 and by e-mail via [info@interster.nl](mailto:info@interster.nl).
  - Quotation: every offer of Products and/or Services (including appendices, documentation and images, etc.) by Interster International to the Other Party;
  - Assignment: the Assignment agreed in writing or by e-mail to provide the Services and/or supply the Products, which Assignment was agreed between the Other Party and Interster International.
  - Order: the Order given by the Other Party to Interster International to supply the Products.
  - Agreement: every agreement between Interster International and the Other Party, as well as every amendment or supplement thereto and all legal or other acts that are needed to enter into or perform that agreement.
  - Party/Parties: Interster International and the Other Party, both jointly and separately.
  - Products: all goods to be supplied by Interster International, rights of use and other property rights that are the subject of an Agreement, as well as all tangible works to be created by Interster International for the Other Party.
  - Recall: the recall of Products in relation to a deviation in quality or an identified defect that causes the relevant Product not to offer the level of safety that one is entitled to expect.
  - Other Party: every party that enters into an Agreement with Interster International, or every party that intends to enter into an Agreement with Interster International, or gives an Assignment or Order to Interster International.
  - Written/In Writing: both traditional written communication and digital communication to be stored on a durable data carrier, such as e-mail communications.
  - Shipment on Approval/Trial Shipment: an agreement between Interster International and the Other Party in which respect Interster International will provide the Other Party with free products during an agreed period for the purpose of receiving reviews of the products. Interster International is and will continue to be the owner of these products and bears and will continue to bear the risk thereof.



## **Artikel 2. Applicability**

- 2.1 The General Terms and Conditions apply to all offers, Quotations, Orders, Assignments, confirmations of assignment and all other Agreements regarding the delivery of Products and/or the provision of Services and/or all other legal or other acts by Interster International. The Other Party with whom an Agreement is entered into agrees to the applicability of these General Terms and Conditions to future Quotations, Orders, Assignments, confirmations of assignment and Agreements.
- 2.2 These terms and conditions apply both in the Netherlands and abroad, regardless of the place of residence or principal place of business of the Other Party, and regardless of the location where the Agreement was entered into or is to be performed.
- 2.3 Amendments and supplements to the General Terms and Conditions will only come into effect if they have been agreed between the Parties, and such amendments and supplements will only apply to the relevant Agreement.
- 2.4 These General Terms and Conditions also apply to work performed by third parties engaged by Interster International for the performance of the Agreement.
- 2.5 The General Terms and Conditions of the Other Party, under any name whatsoever, expressly do not apply. Interster International expressly rejects any future or previous references by the Other Party to their own or other General Terms and Conditions and therefore does not accept them.
- 2.6 Interster International reserves the right to unilaterally amend or supplement these General Terms and Conditions. The amended General Terms and Conditions will come into effect thirty days after the moment Interster International has informed the Other Party of the amendment.
- 2.7 If one or more provisions of these General Terms and Conditions are declared null and void by a competent court, are set aside or are declared non-binding in any other way, the other provisions of these General Terms and Conditions will remain applicable in full. The Parties will then enter into consultations in order to agree on new provisions to replace the provisions that were declared null and void, were set aside or were declared otherwise non-binding, in which respect the object and purport of the original provisions will be taken into consideration as much as possible.

## **Artikel 3. Quotation, Order, Assignment and conclusion of the Agreement**

- 3.1 All Quotations are valid for ninety calendar days, starting from the day the offer was made, unless explicitly stated otherwise. After expiry of this term the Quotation will lapse and the potential Other Party will no longer be able to rely on this Quotation.
- 3.2 Quotations are not binding on the Other Party and are issued to the Other Party free of charge, unless explicitly agreed otherwise in writing.
- 3.3 A copy of these General Terms and Conditions will be attached to the Quotation, either in writing or by electronic means.
- 3.4 Quotations do not automatically apply to future assignments.
- 3.5 The Agreement is concluded at the time the Quotation is confirmed in writing by an authorised person on behalf of the Other Party or if the Other Party places an Order with or provides an Assignment to Interster International and Interster International accepts such.
- 3.6 Verbal and/or written undertakings by and/or agreements with subordinates of Interster International are not binding on Interster International until after and in so far as these undertakings and/or agreements were confirmed by an authorised person on behalf of Interster International.
- 3.7 If any acceptance includes reservations or changes to the Quotation, the Agreement will be concluded only after Interster International has confirmed to the Other Party in writing that it agrees to these reservations or changes.
- 3.8 Images, drawings, photos, indications of dimensions, specifications and further descriptions of products by Interster International in catalogues, circulars or otherwise are non-binding and only serve the purpose of giving a general impression of the product range offered by Interster International. In case of an interim model change at the manufacturer, Interster International is entitled to deliver the changed model.
- 3.9 Obvious errors or mistakes in prospectuses, brochures and/or publications, images, Quotations, confirmations of assignments and the listed product information are non-binding on Interster International.



#### **Artikel 4. Quality**

- 4.1 Interster International makes every effort to be sufficiently aware of the objects of the Other Party to the Agreement, as well as the Other Party's organisation and, in so far as applicable, the circumstances in which the Products will be used and/or the services will be provided.
- 4.2 Interster International and its employees, as well as third parties engaged by it, are obliged to observe the statutory provisions, including but not limited to safety, health and environmental regulations. The company rules and regulations applicable at the Other Party in terms of safety, health and the environment must also be followed to the extent possible.
- 4.3 Interster International ensures that the delivered Products and provided Services comply with the arrangements in the Agreement, comply with the statutory requirements and all other government regulations, including but not limited to the European laws and regulations, as well as the requirements of the standards of safety and quality or certification of the industry, as these apply from time to time at the moment of delivery of the Products or Provision of Services and in so far as the Products do not have any Defects.

#### **Artikel 5. Medical devices**

- 5.1 If and in so far as the Dutch Medical Devices Act [*Wet op de Medische Hulpmiddelen*] applies to the Products and/or Services, the Products and/or Services must comply with the requirements set out in the Medical Devices Act.
- 5.2 If Products subject to the Medical Devices Act are provided by partial delivery, the expiration date of the Products that will be delivered at a later date must expire no earlier than the Products that were delivered in previous deliveries.

#### **Artikel 6. Recall**

- 6.1 If, in spite of all care that was taken and its proper use, a delivered Product is discovered to have a Defect that is so severe that this Defect could lead to harm to patients and/or users or endangers the safety of patients and/or users in any other way, Interster International will initiate a Recall immediately upon such discovery. The costs resulting from a Recall will be borne by Interster International.

#### **Artikel 7. Equipment and materials**

- 7.1 Interster International will, at its own risk and expense, provide all materials and equipment to be used in the performance of the Agreement, unless agreed otherwise in writing.



#### **Artikel 8. Prices, contract variations**

- 8.1 The amounts referred to in the Quotations and Agreements are in euros and exclusive of VAT.
- 8.2 Discounts are deemed to have been granted once and do not bind Interster International with regard to future Agreements.
- 8.3 Unless explicitly stated otherwise, the prices of Products are based on the manufacturer's prices and exchange rates that apply at the time the Agreement was concluded. In the event that after the day of the sale but before the day of delivery the cost is increased by 10% or more due to an increase of one or more cost price factors, including but not limited to changes in the exchange rate, Interster International is entitled to increase the offered or agreed price accordingly, even if the increase took place due to foreseeable circumstances. If the aforementioned increase of the price happens within three months after the Agreement was entered into, the Other Party is entitled to terminate the Agreement in writing within seven days after the Other Party has become aware of the increase of the price or could have become aware of the increase of the price. Interster International is never obliged to pay any damages.
- 8.4 In so far as no other arrangements have been made to this end, the prices of the Products are exclusive of charges/duties levied by the government with regard to the Products before or at the time of delivery or at the time of export/import, exclusive of costs of transportation and shipping and exclusive of any insurance costs. These taxes, charges and costs will be charged on to the Other Party separately.
- 8.5 Products in a Call-Off Order are delivered for prices agreed in advance.
- 8.6 The Other Party is at all times entitled to request contract extras or contract reductions in writing, whether or not in exchange for an increase or decrease of the agreed price. The Parties will amend the Agreement accordingly by consultation. Interster International reserves the right to refuse contract extras or contract reductions.

#### **Artikel 9. Invoicing and payment**

- 9.1 Interster International invoices the Other Party immediately after all products have been delivered and/or the Services have been performed by Interster International, unless agreed otherwise in writing.
- 9.2 Interster International reserves the right to send interim or partial invoices to the Other Party. In addition, Interster International may require the Other Party to make a deposit by means of a down payment invoice.
- 9.3 Interster International endeavours to prepare the invoice in accordance with the wishes of the Other Party.
- 9.4 Unless expressly agreed otherwise in writing, the invoices must be paid within thirty days after the date on the relevant invoice.
- 9.5 Except in so far as mandatory law precludes this, the Other Party is in no way entitled to any deduction, discount or settlement of costs on the Interster International invoices.
- 9.6 Objections to the substance or amount of the invoices does not suspend the Other Party's payment obligation.
- 9.7 If the invoices are not paid in due time, the Other Party will be in default by operation of law. From the day the Other Party's default commences, the Client will owe the statutory commercial or other interest on the outstanding amount, in which respect part of a month is considered a full month.
- 9.8 All reasonable costs – both judicial, extrajudicial and enforcement costs – incurred to obtain the amounts owed by the Other Party will be borne by the Other Party.



#### **Artikel 10. Complaints**

- 10.1 Any complaints, both with regard to the delivery of Products as well as to Services provided and invoice amounts, must be filed in writing and by registered letter with Interster International within fourteen days of receipt of the Products or Services or the relevant invoices, giving a detailed overview of the facts relevant to the complaints. The Other Party's right to complain lapses with regard to goods that were treated or processed by or on behalf of the Other Party. This provision also applies to opened Products whose packaging is damaged.
- 10.2 If the complaints filed do not meet the above provisions, they can no longer be received and the Other Party will be deemed as having approved the Product delivered and/or the Service provided. If Interster International is of the opinion that a valid complaint has been filed, it is entitled to either issue compensation to the Other Party in an amount to be determined by consultation or to initiate a new delivery while maintaining the existing Agreement, such subject to the Other Party's obligation to return the wrongly or improperly delivered Product to Interster International, carriage paid; all this is at the discretion of Interster International.
- 10.3 Interster International is only obliged to take note of complaints filed if, at the time the Other Party files their complaint, the relevant Other Party has complied in full with all their existing obligations towards Interster International arising from any agreement whatsoever and of whatever nature.
- 10.4 Return shipments carriage unpaid or unpaid, or were improperly or not packaged, will not be accepted by Interster International. All return shipments by the Other Party are for their own risk and expense, unless explicitly agreed otherwise in writing, or provided otherwise by law and/or the regulations.

#### **Artikel 11. Intellectual property**

- 11.1 All intellectual or industrial property rights on all goods and materials manufactured and/or made available by Interster International pursuant to the Agreement, including but not limited to analyses, designs, images, texts, drawings, schematics, materials lists, documentation and other materials, are vested exclusively in Interster International or its supplier. Only Interster International has the right to deposit these items, materials, texts and suchlike as aforementioned. The texts, images, drawings, schematics, materials lists, documentation, other materials and items and suchlike as aforementioned that have been provided to the Other Party may not be reproduced and/or published in part or in full without the express prior written permission of Interster International or be made available to third parties in print, as a photocopy, microfilm or in any other manner whatsoever. Interster International is entitled to attach conditions to its permission to be further determined by it, which conditions include but are not limited to the payment of compensation to Interster International.
- 11.2 Interster International only grants the Other Party a non-transferable and non-exclusive right of use with regard to the intellectual property rights that accrue to Interster International. The aforementioned right of use will expire immediately upon termination of the Agreement in any way whatsoever.
- 11.3 For every breach of Interster International's intellectual property rights by the Other Party, the Other Party will incur to Interster International an immediately due and payable penalty of EUR 10,000 (in words: ten thousand euros) and a penalty of EUR 100 (in words: one hundred euros) for every day the breach continues, up to a maximum of EUR 10,000 (in words ten thousand euros), without any notice of default or judicial intervention being required. Interster International can claim this penalty in addition to compensation on the basis of the law.



#### **Artikel 12. Confidentiality and privacy**

- 12.1 The Parties will observe confidentiality with regard to all information and/or data of a personal or other nature that they become aware of during the performance of the Agreement and of which information or data the confidential nature is known or can reasonably be suspected, and will not disclose this information or data to third parties – with the exception of third parties engaged by them for the performance of the Agreement – without the written permission of the other party, unless disclosure must take place on the basis of a legal obligation or a court order.
- 12.2 The Parties will impose the obligations referred to in the previous paragraph of this clause on those that are encumbered with the performance of the Agreement on behalf of the Parties (including the persons working for the Parties) and warrants to the Other Party that these persons will perform their obligations.
- 12.3 The Parties are obliged to provide each other with all reasonable cooperation in order to allow the other party to perform its obligations based on the applicable privacy legislation.

#### **Artikel 13. Liability**

- 13.1 Interster International is liable for all direct loss or damage incurred by the Other Party or third parties due to a failure to provide the Services and/or a Defect to the Products delivered by it. Interster International is never liable for costs and/or loss or damage as a consequence of improper use of the Products delivered by it.
- 13.2 Interster International is liable for all direct loss or damage incurred by the Other Party or third parties due to any actions or omissions in the performance of the Agreement by Interster International, its employees or those that it engaged for the performance of the Agreement.
- 13.3 Interster International will ensure that for the duration of the Agreement it will be adequately insured against claims on the basis of this clause.
- 13.4 Without prejudice to the above, Interster International will never be liable for indirect loss or damage, which includes but is not limited to consequential loss or damage, lost profit and loss due to business interruption or savings that were not achieved.
- 13.5 If and in so far as Interster International is liable in any way, for whatever reason, every liability on the part of Interster International with regard to persons working for Interster International and/or auxiliary persons engaged by it is at all times limited to the amount covered by the liability insurance, plus the excess under that insurance.
- 13.6 If the liability insurer of Interster International, for whatever reason, does not pay out with regard to an event giving rise to loss or damage, Interster International's liability is limited to the invoice amount of the relevant Assignment or Order, or at least to that part of the amount to which the liability relates. Interster International's total compensation for loss or damage will never exceed EUR 50,000 (in words: fifty thousand euros) per attributable failure.
- 13.7 If the Other Party fails to bring any claim it has against Interster International before the court within one year after discovering the loss or damage, this legal claim will lapse after that year has expired.

#### **Artikel 14. Force majeure**

- 14.1 If Interster International fails to perform any of its obligations due to force majeure, Interster International will never be liable to the Other Party for loss or damage that arose by any virtue whatsoever, and it will be entitled, at its own discretion and without legal intervention, to either suspend the performance of the Agreement for up to six months or to dissolve the Agreement in full or in part, all this without being obliged to pay any compensation.
- 14.2 Force majeure is in any case understood to mean: all circumstances beyond Interster International's control, even if these circumstances could be foreseen at the time the Agreement was concluded, which permanently or temporarily hinder the performance of the Agreement, as well as – in so far as these are not yet included in this definition – war or civil war, risk of war, civil unrest, strikes or work strikes, lack of staff, shipping problems, fire, weather conditions, epidemics/pandemics, involuntary loss of possession, the importer's/factory's/supplier's failure to deliver the materials and products in good time, restrictive government measures, sabotage and all unforeseen circumstances in general within the company, both in the Netherlands and abroad. The above also applies if the aforementioned circumstances occur with regard to or in the operations of factories, importers or other trading companies from which Interster International purchases or intends to purchase its Products.





#### **Artikel 15. Suspension and Dissolution**

- 15.1 Interster International is authorised to suspend performance of the obligations by virtue of the Agreement or to terminate the Agreement:
- if the Other Party fails to perform its obligations under the Agreement at all or in full.
  - if, after concluding the Agreement, Interster International has sufficient reason to fear that the Other Party will not perform its obligations under the Agreement based on the circumstances that have come to its attention.
- 15.2 In addition to the legal possibilities, each of the Parties is entitled to dissolve the Agreement without legal intervention and without any notice of default with immediate effect:
- if the other Party has decided to dissolve the legal entity or the company;
  - if the other Party has filed a petition for bankruptcy or was declared bankrupt or, if the other Party has applied for or was granted a suspension of payments;
  - if the other Party offers its creditors a payment scheme;
  - if a debt restructuring scheme is declared applicable to the other Party;
  - if the other Party is liquidated.
- 15.3 If the Agreement is dissolved, Interster International's claims against the Other Party will become due and payable immediately. If Interster International suspends the performance of the obligations, it will retain the entitlements arising from the law and the Agreement.
- 15.4 If Interster International proceeds to suspend or dissolve the Agreement, it will not in any way be obliged to compensate any damage or loss for costs arising as a result thereof in any way.

#### **Artikel 16. Assignment of rights and obligations**

- 16.1 The Other Party is not entitled to assign any of its rights and obligations under an Agreement either in full or in part to a third party without Interster International's prior written consent.
- 16.2 Interster International is entitled to engage third parties for the performance of an Agreement.

#### **Artikel 17. Choice of law and choice of forum**

- 17.1 The legal relationship between the Parties is governed exclusively by Dutch law.
- 17.2 Applicability of the Vienna Convention 1980 (CISG) is expressly excluded.
- 17.3 All disputes that may arise between the Parties and which cannot be settled by mutual agreement will be submitted exclusively to the competent court in the city where Interster International has its registered office.



## PROVISIONS REGARDING SHIPMENTS ON APPROVAL/TRIAL SHIPMENTS

### Artikel 18. Shipments on approval/trial shipments

- 18.1 The Other Party must provide a written assignment to Interster International stating that the assignment concerns a shipment on approval/trial shipment.
- 18.2 Interster International will confirm in writing when the desired or agreed shipment on approval/trial shipment begins and ends, as well as on which day the shipment on approval/trial shipment will be collected by Interster International if the Other Party has not decided to purchase the Products before the expiry of the term and an agreement was reached about the purchase. Products that are meant to be a shipment on approval/trial shipment will be delivered by Interster International clean and ready for use.
- 18.3 All proposals made by Interster International about the purchase and take-up of or other agreements regarding the shipment on approval/trial shipment must be submitted to the Other Party in writing. In this context, Interster International can only assert claims against the Other Party after it has accepted these proposals in writing.
- 18.4 Interster International bears the full risk for the shipment on approval/trial shipment, unless the Other Party conducted itself in a careless manner or displayed gross negligence when using the Products in the shipment on approval/trial shipment during the term of the shipment on approval/trial shipment.

## PROVISIONS REGARDING THE DELIVERY OF PRODUCTS

### Artikel 19. Inspection and Warranty

- 19.1 The Other Party is entitled to inspect the Products, and Interster International will cooperate if necessary. If the Other Party has approved certain Products, the right referred to in the previous sentence will lapse with regard to those Products.
- 19.2 For the Products it delivers Interster International grants the same warranty as is granted to Interster Internationals by its suppliers. The warranty is valid only during the warranty period set by Interster International. The warranty on the Products lapses from the moment the Products have been incorporated or used in other products, regardless of the warranty period.
- 19.3 Unless expressly agreed otherwise in writing, the warranty period on Interster International's Products is twenty-four months from delivery.
- 19.4 The warranty referred to in this clause only applies if the Other Party has already fulfilled its payment obligations to Interster International.

### Artikel 20. Delivery and shipment

- 20.1 Delivery of Products by Interster International within the Netherlands with a total invoice value of EUR 150 exclusive of VAT (in words: one hundred and fifty euros) or higher will take place delivery duty paid (D.D.P.) on the basis of the most recent version of the International Commercial Terms (Incoterms), unless expressly agreed otherwise in writing. Interster International only has an obligation to deliver an order to an address specified by the Other Party, even if the Products are meant to be distributed to different places eventually. For the delivery of Products with a total invoice value representing less than EUR 150 exclusive of VAT (in words: one hundred and fifty euros), all costs relating to the shipment and/or delivery will be charged to the Other Party.
- 20.2 Unless agreed otherwise in writing, the delivery of Products by Interster International outside of the Netherlands will take place Ex Works, based on the most recent version of the International Commercial Terms (Incoterms) that applied at the time of entering into the Agreement.
- 20.3 If the Other Party wishes for the Products to be delivered in a manner other than is customary at Interster International, any costs arising therefrom will be charged to the Other Party.
- 20.4 From the moment of delivery, the Other Party will bear the risk and expense of the Products. If delivery D.D.P. was agreed, the time of delivery is considered the time of delivery at the Other Party. In all other cases, the time of delivery is considered the moment when the Products leave the Interster International warehouse or, if shipment is not possible due to circumstances beyond the control of Interster International, the moment when the Products are ready to be shipped out.





#### **Artikel 21. Delivery times**

- 21.1 Interster International will strive to meet the delivery times indicated for the Products. The delivery times indicated for the Products can never be regarded as strict deadlines, unless expressly agreed otherwise in writing. As soon as Interster International knows or expects that it will not be able to make the delivery on time, it will notify the Other Party of such as soon as possible in writing, stating the reasons for and the expected duration of the delay. If the delivery is delayed, the delivery time will be extended by a period that is reasonable when taking all circumstances into consideration. Interster International will make every effort to take bridging measures if necessary, including the possibility of delivering alternative Products. Any additional costs will be borne by Interster International.
- 21.2 If the delivery time is exceeded by a reasonable period, in which respect a reasonable period is deemed to be a period that does not exceed six weeks, the Other Party will not be entitled to refuse purchase of the Products, nor will it be able to claim and/or be entitled to any compensation in that regard.
- 21.3 If the agreed delivery time of the Products is exceeded, the Other Party will not be entitled to dissolve the Agreement, unless the delivery time was exceeded to such an extent that the Other Party cannot reasonably be required to maintain all or the relevant part of the Agreement.
- 21.4 Interster International is entitled to deliver the Products in different shipments. The Other Party will receive a verbal or written message to this end.
- 21.5 In so far as the delivery of Products ordered on a call-off basis was agreed and the Other Party fails to perform the call-off contract agreed with Interster International, Interster International will be free to invoice the Products that were not called off to the Other Party and to deliver them.
- 21.6 At the request of the Other Party, Interster International will postpone the delivery, if possible. In that case, Interster International will store the Products to be delivered for the Other Party, at the risk and expense of the Other Party, in so far as the products are properly packaged and are recognisably designated for the Other Party. The related costs will be charged on to the Other Party.
- 21.7 Delivery of the Products also includes the provision of all documentation associated with the Products in the Dutch language.
- 21.8 Interster International will keep the consumable parts, spare parts and service parts needed for the repair and maintenance of the Products available for delivery on a call-off basis for the duration of the usual lifespan of the Products under normal use conditions.

#### **Artikel 22. Packaging**

- 22.1 Interster International determines the shipment and packaging method. Interster International in any case will ensure that the Products are properly packaged. Bulk shipments are delivered on Europallets.
- 22.2 The delivery of Products also pertains to the delivery of a clearly visible packing list attached to the outside of the packaging, which list must in any case state a description of the order number, the quantity and/or the number of the Products. Deliveries of different orders may be combined if they are packaged separately and a packing list is attached to each package. It must be clearly visible on the outside of the packaging which Orders are in the shipment.
- 22.3 If packaging is made temporarily available by Interster International, which is also referred to as "loan packaging", the loan packaging will remain the property of Interster International, regardless of whether the Other Party pays a deposit on the loan packaging made available by Interster International. If Interster International uses the "fast-track system", this system will also remain the property of Interster International.

#### **Artikel 23. Tools needed for the delivery of the Products**

- 23.1 The materials, semifinished products, raw materials, excipients, tools, models, instructions and other equipment made available by the Other Party to Interster International, or purchased or manufactured at the expense of the Other Party, will remain the property of the Other Party or will become the property of the Other Party with effect from the time of purchase or manufacture of these tools. Interster International will provide the tools referred to in this provision with a mark identifying them as the property of the Other Party to the extent possible. At the request of the Other Party the tools will be returned to the Other Party.



#### **Artikel 24. Right of withdrawal**

- 24.1 In principle, the Other Party is not entitled to a right of withdrawal other than with the written agreement of Interster International. Within fourteen days of receiving the Products, the Other Party can request Interster International in writing to be granted a right of withdrawal.
- 24.2 If Interster International grants the Other Party a right of withdrawal, the Other Party will be obliged to return the Products at its own risk and expense within seven days in a manner indicated by Interster International.
- 24.3 In case of withdrawal, Interster International reserves the right to only pay back part of the amount that was already paid.

#### **Artikel 25. Retention of title**

- 25.1 All Products sold and delivered by Interster International will remain the property of Interster International until the moment the Other Party has complied fully with its payment obligations in respect of Interster International pursuant to any Agreement for the delivery of Products and/or the provision of Services concluded with Interster International, including claims regarding failures to comply with such Agreement.
- 25.2 The Other Party is obliged to exercise due care when storing Products delivered subject to the retention of title and to ensure that these are recognisable as belonging to Interster International. The Other Party will grant Interster International free access to its sites and/or buildings at all times to inspect the Products and/or to exercise Interster International's rights.
- 25.3 Products delivered by Interster International that are subject to a retention of title pursuant to an Agreement may be sold only in the context of the normal course of business. The Other Party is prohibited from pledging the Products or encumbering these in any other way.
- 25.4 The Other Party is obliged to immediately notify Interster International if the Products delivered subject to a retention of title have been seized or if third parties want to establish or enforce rights to these Products.
- 25.5 If the Other Party fails to perform its payment obligations in respect of Interster International or if Interster International has good cause to suspect that such will be the case, the Other Party will be obliged to return the Products that still belong to Interster International in title at its own expense. Repossessed Products will be paid back by Interster International for the value it reasonably attributes to them. Interster International is never obliged to pay any damages.
- 25.6 All costs incurred and damage suffered by Interster International during the period in which title of the Products sold by Interster International has not transferred yet are borne by the Purchaser.



## PROVISIONS CONCERNING THE PROVISION OF SERVICES

### Artikel 26. Provision of Services

- 26.1 Interster International is obliged to exercise the due care that may be expected of it under the given circumstances with regard to the Services provided by it or on its behalf. Interster International will make every effort to perform the Agreement to the best of its knowledge and abilities, and in accordance with good professional practice (all this on the basis of the state of the art known at that time).
- 26.2 Interster International determines the manner in which the Services are provided. If possible, Interster International will take the Other Party's sound and timely instructions into account with regard to the Provision of Services.
- 26.3 The term agreed or stated for the Provision of Services by Interster International is never a strict deadline. If the aforementioned term is exceeded, the Other Party must give Interster International notice of default by registered letter, in which respect Interster International must be given a reasonable term to still perform the Agreement.
- 26.4 If Interster International or third parties engaged by Interster International perform work in the context of the Provision of Services at the location of the Other Party or at a location to be designated by the Other Party, the Other Party will ensure the presence of the facilities such parties reasonably require, free of charge.
- 26.5 Interster International is entitled to provide the Services in different phases and to invoice the specific part of the work thus performed separately. If the Agreement is performed in stages, Interster International may postpone performing those parts of the work that belong to a next phase until the Other Party has approved the results of the preceding phase in writing.
- 26.6 The Other Party is responsible for ensuring that all information which Interster International states is necessary or which the Other Party should reasonably understand is necessary for the Provision of Services is provided to Interster International in good time. If the requested information for the Provision of Services is not provided to Interster International in good time, Interster International will be entitled to suspend performance of the Agreement and/or to charge the Other Party for the additional costs resulting from the delay in accordance with the usual rates. The term for performance does not commence until after the Other Party has provided the information to Interster International. Interster International is not liable for any loss or damage of any nature whatsoever arising from incorrect and/or incomplete information provided by the Other Party.

### Artikel 27. Courses

- 27.1 Interster International is at all times entitled to change the location and/or times of the Courses. A Course may be cancelled or suspended if too few Course Participants register. The Course Participants will be notified thereof in writing. If the Course is cancelled, the obligations of the Other Party and/or the Course Participant will lapse automatically as well.
- 27.2 Interster International is at all times entitled to make interim changes to the Course programme. Interster International will notify the Other Party and/or the Course Participant of this in writing.
- 27.3 The Course Participant is required to show written proof of registration/payment during the Course if so requested by an instructor or employee of Interster International.
- 27.4 Unless agreed otherwise in writing, the course fee must be paid in advance. If the course fee is not paid in good time, Interster International will be entitled to refuse the Course Participant access to the Course.
- 27.5 The Course cannot be interrupted or suspended early unless the Course Participant can provide compelling reasons, medical or otherwise, for their absence. Requests to that end must be submitted in writing to Interster International for assessment before the Course is suspended. In all other cases, the Other Party will owe the full course fee to Interster International.
- 27.6 The rights to all course materials provided by third parties and/or Interster International will remain vested in it. Nothing from the publications may be reproduced, stored in a computerised data file, or disclosed in any way, shape or form, be it electronically or mechanically, using photocopies, recordings, etcetera, without prior written permission from Interster International. It is not permitted to make the course materials available to third parties.



**Artikel 28. Employees and third parties**

- 28.1 When Interster International deploys employees or third parties, Interster International will, at the request of the Other Party, submit a list of persons or third parties that are or will be deployed at the Other Party. If the work to be performed gives reason to do so, Interster International will, at the request of the Other Party, submit a certificate of conduct (VOG) within the meaning of the Dutch Justice System Data Act for the relevant persons.
- 28.2 In so far as the Services will be performed at the site of the Other Party, the employees of Interster International and/or third parties engaged by Interster International must observe the house rules, working hours and rules of conduct determined by the Other Party to the extent possible when performing the Agreement.
- 28.3 Interster International makes every effort to ensure that its presence and that of its employees and the third parties engaged by it at the site of the Other Party impede the progress of the work at the Other Party as little as possible and that the work can proceed undisturbed.
- 28.4 Work and tests that could disrupt the business operations of the Other Party must be announced in advance as much as possible and carried out by mutual agreement.
- 28.5 If breakdowns and other disruptions occur as a result of the work to be performed, Interster International will make every effort to remedy such breakdowns and disruptions as quickly as possible.
- 28.6 The Provision of Services will in principle take place on working days during normal business hours. Other days and working hours may be agreed upon in consultation.
- 28.7 If during the performance of the Agreement it appears that the employees of Interster International and/or third parties engaged by Interster International do not perform their work in the interest of a proper performance of the Agreement, Interster International will replace the person and/or third party in question at the first request of the Other Party.
- 28.8 Interster International undertakes in respect of the Other Party to ensure payment of the wage tax, national insurance contributions and employee insurance contributions for all persons made available to the Other Party.

These General Terms and Conditions are effective as of **16-06-2023**.