

## **GENERAL CONDITIONS OF SALE AND DELIVERY OF INTERSTER INTERNATIONAL**

### **Article 1 Definitions**

In the General Conditions below, the following terms are defined as follows:

- 1.1 General Conditions: the current general conditions of sale and delivery of Interster International
- 1.2 Participant: any party following a Course and/or attending a teaching day.
- 1.3 Courses: the training course(s), teaching programmes and teaching days organised by Interster International, including but not limited to the Sterren Educatie Programma.
- 1.4 Service: any form of service, in the broadest sense of the word, that Interster International has issued an Order for.
- 1.5 Interster International: the private company Interster International Sterilisatie en Steriliteit B.V. established at (1521 RC) Wormerveer, municipality of Zaanstad, on the Samsonweg 2A.
- 1.6 Tender: any offer and quotation, free of obligation (including appendices, documentation and illustrations, etc.) of Interster International for the Other Party any offer and quotation, free of obligation (including appendices, documentation and illustrations, etc.) of Interster International for the Other party.
- 1.7 Order: the order for the execution of work.
- 1.8 Principal: the party that issues the Order, or the party which has the intention of issuing an Order, to execute activities for Interster International.
- 1.9 Agreement: the agreement concluded between the Other party and Interster International.
- 1.10 Parties: the Other party and Interster International jointly.
- 1.11 Products: all the goods and articles which are the object of an Agreement.
- 1.12 Other Party: any party that concludes an Agreement with Interster International, or any party with the intention of concluding an agreement with Interster International.

## Article 2 Applicability of General Conditions

- 2.1 With the exception of the conditions of purchase or other general conditions of the Other party, the General Conditions apply to all our Tenders, sales, deliveries and Services and are also an integral part of all our Agreements, and all further agreements.
- 2.2 Any (previous) reference by the Other party to its own or other general conditions is expressly rejected by Interster International, and is therefore not accepted. Changes in the Agreement and deviations from the General Conditions will only enter into force if they have been agreed between the Parties and must be laid down in writing.
- 2.3 Interster International reserves the right to change the General Conditions at any time. The amended General Conditions shall apply from the moment that Interster International has notified the Other party of the change, with the proviso that the general conditions which were effective on the day that the Tenders were made continue to apply for Tenders that have already been made.
- 2.4 If any provision of these General Conditions is considered to be null and void, destroyed or declared to be non-binding in any other way by a competent court, the other provisions of these General Conditions will continue to apply without any changes and therefore in full.

## Article 3 Tenders

- 3.1 All Tenders are free of obligation unless expressly agreed otherwise in writing.
- 3.2 The acceptance of the Tender by the Other party means that the Other party agrees to the applicability and content of these General Conditions.

## Article 4 Agreement:

- 4.1 The Agreement is concluded and is only binding if Interster International has confirmed this in writing.
- 4.2 If any reservations or modifications have been made with regard to the Tender in the acceptance, the Agreement is only concluded after Interster International has confirmed in writing to the Other party that it agrees with these reservations or deviations.
- 4.3 Interster International is not bound by a verbal agreement or agreements with subordinates of Interster International, except if and insofar as they have been confirmed in writing by Interster International.

- 4.4 Illustrations, drawings, photographs, specifications of sizes, other specifications and descriptions by Interster International in catalogues, circulars or products offered in any other way are not binding and are only aimed at giving a general impression of the range on offer by Interster International. Minor deviations that are relatively unimportant are therefore permissible. In the case of an interim change in the models by the manufacturer, Interster International has the right to deliver the modified model.

#### Article 5 Prices

- 5.1 Unless expressly indicated otherwise, the prices are based on the factory prices and currency exchange rates which apply at the time that the Agreement is concluded.
- 5.2 In the case of an increase in one or more of the cost price factors, after the day of sale, but before the day of delivery, Interster International has the right to increase the price that was offered or agreed correspondingly, even if the increase is the result of foreseeable circumstances. This also applies correspondingly if the products have become more expensive as a result of a change in the currency exchange rate. The sale prices which apply on the day of delivery are applicable.
- 5.3 All prices are exclusive of V.A.T., other taxes and duties which are levied or introduced for the delivery or performance, unless expressly agreed otherwise in writing. These taxes and duties are charged on to the Other party.
- 5.4 The deliveries are also at the current prices for demand orders. In the case of changes in prices by the factory, a change in the value of the currency (revaluation/devaluation) (for example, the currency of the importing country) etc., a temporary announcement will be made as far as possible; at that moment, the numbers still outstanding can be purchased within three days at the old prices if they are in stock.
- 5.5 In the case of a change in the price of the originally agreed price by Interster International within three months after the conclusion of the Agreement, the Other party has the right to dissolve the Agreement in writing within seven days after the Other party was informed of the change in price or could have known about it. Interster International shall never be obliged to pay any compensation for damages.
- 5.6 If there is an interim increase in the freight and shipping costs, insurance premiums, import duties, taxes and other duties levied by government authorities in the country or abroad, to be paid by Interster International in pursuance of this Agreement after the Agreement was concluded, Interster International has the right to charge on these increases in the prices.

Article 6 Delivery

- 6.1 Deliveries of Products in the Netherlands which represent a product value of above € 150.00 (viz. one hundred and fifty euros) are delivered by Interster International carriage paid. The freight costs are charged for deliveries with an invoice value below this.
- 6.2 Deliveries of Products outside the Netherlands are delivered by Interster International ex Works.
- 6.3 Unless agreed otherwise in writing, Interster International shall be obliged to deliver an order to an address in the Netherlands given by the Other party only if the delivery was agreed carriage paid, even if the Products are intended to be distributed to various different places eventually. If the Other party wishes to have a delivery at an address outside the Netherlands, the delivery is never carriage paid, but ex Works. If the Other party wants the delivery to be carried out in a way that is different from the customary method used by Interster International, any costs arising from this will be charged to the Other party.
- 6.4 Unless the delivery was agreed carriage paid and/or the Products are transported by Interster International itself, the time of delivery which applies is the time at which the Products leave the warehouse of Interster International, or if it is not possible to send the Products for reasons which cannot be attributed to Interster International, the time at which the Products are ready for dispatch. If it was agreed to deliver the Products carriage paid and/or the Products are transported by Interster International itself, the time of delivery is the moment of delivery to the Other party.
- 6.5 A delivery time given by Interster International is based on the circumstances known to Interster International at the time of the conclusion of the Agreement, and, insofar as they are dependant on the performance of third parties, on the information made available to Interster International by those third parties. The delivery time will be indicated by Interster International as accurately as possible.
- 6.6 If Interster International is responsible for the transport itself, entailing that the transport is not carried out by the Other party or a third party whether or not this was commissioned by Interster International or the Other party, and the Products are delivered to the Other party carriage paid, the risk of the transport is at Interster International's expense. Unless agreed otherwise in writing, the transport which is carried out by the Other party or a third party, whether or not this is commissioned by Interster International or the Other party, is at the expense and risk of the Other party.
- 6.7 Interster International will attempt to observe the delivery times that were indicated as far as possible. However, the delivery times that were indicated can never be viewed as deadlines, unless expressly agreed otherwise in writing.
- 6.8 If there is a delay in the delivery, the delivery is extended by a period that is reasonable, taking all the circumstances into account.

- 6.9 If the delivery time is exceeded, or in any other circumstance, the Other party does not have the right to refuse acceptance, nor has any claim and/or right to compensation for damages in this respect.
- 6.10 If the delivery time that was agreed is exceeded, the Other party does not have the right to dissolve the Agreement, unless the delivery time is exceeded to such an extent that the Other party cannot reasonably be expected to uphold the (part concerned of the) Agreement.
- 6.11 Interster International has the right to deliver the Products in instalments. If a delivery can only be partly carried out, the remainder will be noted for later delivery. In that case, the Other party is informed about this either verbally or in writing. The conditions of payment described below also apply for every part delivery.
- 6.12 Insofar as the delivery was agreed on demand, Interster International can invoice the Other party as it sees fit and store the Products in the case that they are not requested in time. If this is not followed by a demand (for delivery) for two months, a storage charge of 5% (viz. five per cent) of the value of the Products held in stock at that time, (delivery) of which should already have been demanded, will be charged per month.

#### Article 7 Execution of the Order

- 7.1 Interster International shall observe the care it can be reasonably expected to take under the given circumstances in view of the Services it provides. Interster International shall do its utmost to execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship (and based on the current state of science).
- 7.2 Interster International shall determine the manner in which the Services are to be performed. Whenever possible, Interster International shall take into account any duly provided and responsible indications from the Principal regarding the execution of the Order.
- 7.3 During its execution of the Order, Interster International shall have the right to involve one or more persons not directly or indirectly associated with Interster International, if Interster International deems this desirable in view of an optimum execution of the Order for the parties. The applicability of Article 7:404, 7:407 subsection 2 and 7:409 of the Netherlands Civil Code shall in that case be expressly excluded. Interster International shall never be held liable for such a person's negligence.
- 7.4 The period of time mentioned or agreed for the Services provided by Interster International shall under no circumstances be regarded as a statutory limit. When the relevant period of time is exceeded, the Principal shall send a registered letter of default to Interster International, offering Interster International a reasonable period of time to execute the Order.
- 7.5 In the event that Interster International or any third party/parties called in by Interster International within the framework of the Order performs any work at the Principal's premises or at any other location determined by the Principal, the Principal shall provide free of charge any facilities that the employees may within reason demand.

- 7.6 Interster International has the right to have the Services performed in various stages and to send separate invoices for the work thus executed. In the event that the Agreement is executed in stages, Interster International can suspend the execution of any work belonging to one of the subsequent stages until the Principal has approved the results of the previous stage in writing.
- 7.7 The Principal shall make sure that all information which Interster International deems necessary or essential, or which the Principal should reasonably understand to be necessary or essential for the performance of the Services, is provided to Interster International in good time. In the event that the information necessary for the performance of the Services is not provided to Interster International in good time, Interster International has the right to suspend the execution of the Agreement and/or to charge the Principal with any additional costs resulting from the delay in accordance with the usual fees. The implementation term does not start until the Principal has made the relevant information available to Interster International. Interster International cannot be held liable for any damage, of any nature, resulting from Interster International working on the basis of incorrect and/or incomplete information provided by the Principal.

#### Article 8 Courses

- 8.1 Interster International shall at all times have the right to change the location and/or times of the Courses. In the event that not enough participants have enrolled for a Course, the Course may be cancelled or suspended. Participants will be notified in writing (and/or by email). In the event that the Course is cancelled, any and all obligations for the Other Party and/or the Participant will be automatically cancelled as well.
- 8.2 Interster International shall at all times have the right to change the Course programme in the interim.
- 8.3 During the Course, the Participant shall be obliged to produce a written proof of enrolment / payment upon request of the teacher or any employee from Interster International.
- 8.4 A participant cannot cancel or suspend the Course in the interim, unless based on urgent (medical) reasons for the absence of the Participant. A written request to this extent should be submitted to the management of Interster International before the Course is suspended. In all other cases, the Other Party shall be obliged to pay the full amount to Interster International and any star(s) received with the Course will become invalid. Any by the Other Party in the beginning of the calendar year received star(s) will be returned to Interster International by registration of the Participant, regardless the attendance of the relevant Participant at the Course.
- 8.5 All rights are reserved for any teaching materials provided by third parties and/or Interster International. Nothing from this publication may be multiplied, stored in an automatic data file or published in any form or in any way, be it electronic, mechanic by way of photo copies, recording, or in any other way, without the prior written permission from Interster International. The teaching materials shall not be made available to any third party.

## Article 9 Guarantee

- 9.1 Interster International gives the same guarantee for the Products delivered by it as that provided by the suppliers of Interster International. The guarantee exclusively applies during the period of guarantee given by its suppliers. The guarantee on the Products lapses, irrespective of the guarantee period, from the time that the Products are processed or used in other products. With regard to the Products delivered under Interster International's own brand name, the duration of the guarantee is equal to that of the arrangement for complaints included in Article 10.
- 9.2 The guarantee referred to in Article 9.1 means that Interster International will deliver the Products again. This guarantee does not oblige Interster International to credit invoiced amounts.
- 9.3 The guarantee referred to in Article 9.1 applies only if the Other party has complied with all its payment obligations to Interster International.

## Article 10 Complaints

- 10.1 The Other party is obliged to inspect the Products (or have them inspected) immediately upon receipt, to the extent that this can reasonably be expected.
- 10.2 Interster International must be informed immediately by the Other party in writing, and at least within fourteen days after receiving the invoice or receiving the Products, of any complaints regarding the size or method of drawing up the invoices of Interster International or the with regard to the Service or any defects in the Products which are found or could reasonably have been found during an inspection, together with an accurate statement of the nature and grounds of the complaint.
- 10.3 The Other party must immediately inform Interster International in writing, and at least within fourteen days after the Other party could reasonably have found these defects and within the guarantee period, but at the latest after 2 months, of any complaints with regard to the defects in the products which could not have been found within the period referred to in paragraph 2 of this Article, with an accurate statement of the nature and grounds of the complaint.
- 10.4 Where a defect is found as referred to in Article 10.2, the Other party is obliged to cease the possible use of the Products, to observe due diligence as a debtor with regard to looking after the Products, and take the necessary measures to limit its damages as far as possible. In this respect, the Other party will strictly follow Interster International's instructions and cooperate fully with Interster International with regard to examining the defect that was found and the related circumstances, such as the treatment and use of the Products. In the case of complaints about the quality of the delivered products, these must be kept for inspection by Interster International and should not be sent to Interster International unless the Other party has received Interster International's consent in writing to do so.

- 10.5 Complaints must be accompanied by the statement of the date and the number of the invoice concerned of Interster International, as well as the article, series, charge and lot number of the Products.
- 10.6 If Interster International considers that a complaint is founded, Interster International has the right either to pay compensation for damages that is jointly agreed or to carry out a new delivery, maintaining the existing agreement, and in that case, with the return of the defective Products to Interster International.
- 10.7 If the Other party fails to send complaints to Interster International within the periods indicated above, the Other party is deemed to have approved the Products that were delivered and the Other party can never appeal to the fact that the Products do not comply with the Agreement.

#### Article 11 Retention of title and recovery

- 11.1 The ownership of all the Products sold and delivered by Interster International transfers to the Other party only after the Other party has complied with all its payment obligations arising from the Agreement or similar agreements, in full, and including fines, interests and costs.
- 11.2 Interster International has the right at all times to take the property which belongs to it, in particular if the Other party does not pay (in time) or is presumed not to be able or prepared to make payment.
- 11.3 Any costs incurred and damages suffered by Interster International during the period that the ownership of the Products sold by Interster International has not yet been transferred are at the expense of the Other party.

#### Article 12 Payment

- 12.1 Unless expressly agreed otherwise in writing, payment must be made by the Other party to Interster International within thirty days after the date of the invoice, without any deduction, discount, compensation or settlement (of debts). This payment period should be viewed as a deadline.
- 12.2 All payments must be carried out at the offices of Interster International or into an account indicated by Interster International, unless agreed otherwise in writing. Interster International always has the right to require security for the payment of the sum due.
- 12.3 If the Other party does not make payment within the period indicated for this, and has not paid within the period then agreed, he is legally in default and Interster International has the right, without further warning or notification of default, to charge the Other party an interest of 12% (twelve per cent) per year on the outstanding sum, up to the date of the complete payment, without prejudice to any other rights of Interster International.
- 12.4 Any court or out of court (collection) costs reasonably incurred by Interster International as a result of the Other party's failure to observe the payment obligations are at the Other party's expense. The out of



court costs are paid at 15% (fifteen per cent) of the sum due, with a minimum of € 1,000.00 (viz. one thousand euros).

- 12.5 The payments made by the Other party always serve for the payment of all the legal interest and costs due and then for the invoices which have been outstanding longest, even if the Other party indicates that the payment relates to a later invoice.
- 12.6 If Interster International has a claim on the Other party, Interster International has the right to suspend all activities and other performances for the Other party and/or any Services for the Principal, until it has received complete payment from the Other party.

### Article 13 Termination

- 13.1 In addition to the other rights arising from the Agreement and the law, Interster International can wholly dissolve the agreement with the Other party with immediate effect or dissolve the part that has not yet been carried out at any time, without further notification of default or legal intervention and compensation for damages on the part of Interster International to the Other party, if the Other party fails to observe one or more of its obligation arising from the Agreement or other agreements regarding Interster International, if the Other party is declared bankrupt, if the Other party applies for a suspension of payments, or offers its creditors a payment settlement, if a debt restructuring is pronounced for the Other party in pursuance of WSNP, if the Other party's affairs are liquidated or if the Other party's assets are attached for substantial debts, or if the Other party is not able to pay its due debts or leaves its due debts unpaid.
- 13.2 If a situation arises as referred in Article 13.1, Interster International has the right to take back the Products which were delivered under a proviso of retention of title and Interster International also has the right to demand what it is due in one payment, without prejudice to the other rights of Interster International, such as the right to the reimbursement of costs, damages and interest, including the costs of Interster International taking back the Products.

### Article 14 Liability

- 14.1 Without prejudice to the guarantee provisions, Interster International does not accept any liability to the Other party for any damages arising from any cause, including all direct and indirect damages, such as consequential damages or industrial damages, except in the case of the deliberate intent or gross negligence on the part of Interster International, employees employed by Interster International and/or additional personnel contracted in.
- 14.2 If and insofar as there is any liability for Interster International for any reason, any liability of Interster International, employees working at Interster International and/or additional personnel who have been contracted in, is limited at all times to the sum which can be claimed under the liability insurance that was concluded, with the addition of the excess under that insurance.

- 14.3 The provisions sub 14.1 and 14.2 only apply insofar as the liability of Interster International in pursuance of the law or the Agreement, including the provisions in these General Conditions, are not already more restricted than the mere application of the provisions sub 14.1 and 14.2.
- 14.4 Without prejudice to the provisions of Article 6.89 of the Netherlands Civil Code, the right to compensation for damages lapses in any case twelve months after the incident in which the damages arose, directly or indirectly, and for which Interster International is liable.

#### Article 15 Force majeure

- 15.1 If Interster International fails to observe any of the obligations arising for it as a result of force majeure, Interster International is never liable to the Other party for damages arising as a result of any cause, and has the right at its own choice and without legal intervention, to either suspend the execution of the Agreement for a maximum of six months, or to wholly or partly dissolve the Agreement, without being obliged to pay any compensation for damages.
- 15.2 Among other things, force majeure shall be understood as follows: any circumstances that do result from the intentions of Interster International, even if at the time when the Agreement was concluded these circumstances could be foreseen, that temporarily or permanently impede compliance with the Agreement, including (civil) war, threat of war, rebellion, (work) strike, lack of personnel, transport problems, fire, weather conditions, epidemics, involuntary loss of possession, untimely delivery of materials and products by an importer/plant, supplier, impeding government measures, sabotage and, generally, any unforeseen circumstances in the company, both in the country and abroad. The above also applies if the circumstances referred to above should arise with regard to or in the activities of factories, importers or other traders from which Interster International obtains its Products or usually obtains them.

#### Article 16 Other obligations of the Other party

- 16.1 The Other party, wholesaler, is obliged:
- a. to exclusively trade all the articles marketed by Interster International in the original retail packaging which came from Interster International without any change to this or damage to this;
  - b. never to use the articles of Interster International as a free gift and never to offer them and/or deliver them together with other Articles for a total price;
  - c. in the case of the advance sale of the articles of Interster International, to make it a condition of delivery that the client and every following client will in turn be obliged to observe the obligations referred to above sub a. and b.
- 16.2 The Other party, purchasing combination, as well as its individual members are obliged:
- a. to exclusively trade all the articles marketed by Interster International in the original retail packaging which came from Interster International without any change to this or damage to this;
  - b. never to use the articles of Interster International as a free gift and never to offer them and/or deliver them together with other Articles for a total price;

- c. in the case that the articles of Interster International are delivered on, to make it a condition of delivery that its members are obliged to observe the obligations referred to above sub a. and sub b.
- 16.3 The Other party, retailer, is obliged:
- a. to exclusively trade all the articles marketed by Interster International in the original retail packaging which came from Interster International without any change to this or damage to this;
  - b. never to use the articles of Interster International as a free gift and never to offer them and/or deliver them together with other Articles for a total price.
- 16.4 The Other party is prohibited from exporting the articles delivered by Interster International without the consent in writing from Interster International.

#### Article 17 Constitution of the Other party

- 17.1 If the Other party has concluded an Agreement with Interster International in its own name, while the Agreement regards or also regards a legal person, a commercial partnership or a limited partnership or other third party for which the Other party is competent to represent this, the Other party shall be deemed to also have acted on behalf of that legal person or that commercial partnership or limited partnership or that other third party, and the Other party and the legal person or commercial partnership or limited partnership or other third party are jointly and severally liable vis-à-vis Interster International.

#### Article 18 Applicable law and disputes

- 18.1 Only Netherlands law shall apply to all the Agreements concluded by Interster International to which these General Conditions wholly or partly apply, as well as to those involved in these Agreements.
- 18.2 Any disputes relating to, arising from or connected with any Tenders offered, Services or deliveries provided, agreements entered into, orders received, Agreements concluded or any other agreements entered into by Interster International to which these General Conditions wholly or partly apply shall be settled by the competent court in Haarlem.