

General terms and conditions of purchase for CARDIMED B.V., established in Maastricht

Article 1 - Definitions

Company: CARDIMED B.V.

Supplier: party that supplies goods to the Company.

Quotation: written offer from Supplier to Company to deliver goods for a specific price.

Order: command of the Company to the Supplier to deliver goods.

Recall: also called safety notification, is about withdrawing and removing products that might have a deviation of quality demands, or could lead to unsafe situations.

Article 2 - General

2.1 These general terms and conditions apply to all offers to and agreements between Company and Supplier relating to the delivery of goods.

2.2 Any stipulations deviating from these general terms and conditions shall only apply in the event that and insofar as they have been accepted by the Company and the Supplier.

2.3 The Supplier is responsible for the necessary permissions, permits and licenses needed for the execution of the agreement in time and at his expense.

Article 3 - Confidentiality

3.1 The Supplier shall treat all business information in the broadest sense of the word, in connection with the Company, which has been brought or come to his knowledge by the Company and/or within the framework of the agreement, confidential and shall not disclose the same to any third party.

3.2 The Supplier shall refrain completely from stating prices and/or making any offers, either directly or by third-party intervention, to the client of the Company in connection with the goods the Company is negotiating with the Supplier about or has concluded an agreement on.

Article 4 - Quotations and orders

4.1 Demanded quotations (price requests) are not binding and free for the Company. Prices quoted by the Supplier are valid for 30 days. When external causes change the quoted prices, Supplier shall inform Company immediately.

4.2 When Supplier continues processing without receiving an actual Order, risk is for Supplier.

4.3 Directly after an Order has been placed, the Company receives an order confirmation via email.

4.4 Supplier is only allowed after written consent from the Company, to make changes in the extend or composition of the Order.



4.5 In case of errors or ambiguity between parts of the Order, Supplier shall firstly contact the Company to change the Order, before conducting the adjustments.

Article 5 - Prices

5.1 All prices are set in Euro (unless agreed upon otherwise) and exclude turnover tax, import and export duties and all further levies and taxes in connection with or in relation to the goods or the delivery.

5.2 In case prices change, Supplier informs Company timely.

5.3 When prices mentioned in Order do not match the actual price level, Order is not executed unless Order is adjusted by the Company.

Article 6 - Delivery / delivery time

6.1. Unless explicitly agreed upon otherwise, the delivery of the goods shall take place at the Logistic Centre of the Company.

6.2 Delivery takes place within 5 working days after the Order is placed. When this deadline cannot be met, Supplier shall inform Company in writing and set up a new expected delivery date. In case this newly determined deadline is not agreed upon by the Company, the Order can be cancelled on the Suppliers expense.

6.3 A shipping list is added to the delivery of goods. These details should be indicated on the shipping list: Order number of the Company, article number(s), quantity, product description(s), LOT numbers and UBD's.

6.4 Delivery of several Orders can be combined in 1 mission. Each Order needs to be accompanied by a separate shipping list.

6.5 Supplier and Company can agree upon partial deliveries.

6.6 Upon unloading the goods, Supplier must present a delivery note immediately. The delivery note can be signed for approval by a person authorised on behalf of the Company. The signing of the delivery note is solely a confirmation of the receipt of the delivered goods and does not imply any approval of (the quality or the quantity) of the delivered goods and does not discharge the Supplier of any guarantee and/or liability.

6.7 Supplier and Company can agree upon postponing a delivery. Supplier is responsible for decent packing, recognition of content and good storage conditions.

Article 7 - Transport and packaging

7.1 The Company makes an agreement with each Supplier regarding Incoterms, manner of transport and costs of transport.

7.2 The Supplier shall pack the goods with proper care. He shall be liable for damage and costs caused by insufficient packaging and/or damage to and/or destruction of this package. In addition, Supplier has to take care of replacing goods on its own expense.

7.3 Damage of the goods arising at the Supplier's premises or during transport taken care of by Supplier, can be returned at expense of the Supplier. Supplier will deliver new, undamaged goods.

7.4 The content of the packages is clearly visible and auditable from the outside. In case the content needs to be kept cool, sterile or treated in another special manner, it will be clearly indicated on the package.

Article 8 - Property and risk

8.1 Supplier guarantees that ordered goods will be delivered completely and undamaged. The Supplier shall bear the risk for the goods until the moment in time at which said goods have been delivered and approved of by the Company in accordance with the previous articles.

8.2 In the event that the Company shall make any payment to the Supplier prior to the delivery of the goods, the said goods shall be the Company's property from the moment of payment.

8.3 In the event that the Company will be or will become the owner of (a part of) the goods prior to delivery and approval, the Supplier shall be obliged to identify and take proper care of said goods on behalf of the Company, as well as to insure them and keep them insured for the benefit of those concerned.

8.4 When Company returns any goods, the risk will be transferred to the Supplier as soon as goods are transferred to forwarder.

Article 9 - Invoice and payment

9.1 Company and Supplier commonly agree upon invoicing. At all times, invoicing shall take place after an order has been placed.

9.2 The invoices sent to the Company by the Supplier shall fulfill the requirements set by European regulatory or by virtue of the Turnover Tax Act (Wet op de Omzetbelasting). In case an invoice does not meet up to necessary requirements, Company will contact Supplier and will not pay before invoice is complete and correct.

9.3 Each order is invoiced separately or each order is specified separately by the Supplier.

9.4 Company and Supplier agree upon payment of the invoice. If no specific agreement is made, invoice will utterly be paid within 30 days.

9.5 In the event that it has been agreed upon that the Company shall make any payments in advance, the Company shall have the right at all times, before making said payments, to require a provision of security from the Supplier which is sufficient at the Company's discretion.

9.6 When the Company pays, it does not mean that goods are approved of by the Company, nor will it discharge Supplier from its liability.

9.7 The Company will not pay for any costs regarding collection costs, interest or any other kind of costs due to false invoicing by Supplier or shortcomings on Supplier side.

Article 10 - Quality

10.1 Supplier shall guarantee that goods are original and originating from the manufacturer stated on the packaging and labels (therefore not produced under license either).

10.2 Supplier shall guarantee quality intended by said manufacturer and without any faults. Goods are new, not damaged and in accordance with national, European and other international rules and regulations.

10.3 Supplier is responsible for complete delivery of the goods, including all parts, materials, technical documentation and manuals necessary for optimal use of the goods.

10.4 The Company or any third party designated by it shall at all times have the right to inspect or test the goods, wherever these may be. The results of inspection or test of the omission thereof shall not discharge the Supplier of any guarantee and/or liability. The Supplier shall provide all information and facilities needed for an inspection or test.

10.5 The Company shall inform the Supplier forthwith of any rejection of goods.

10.6 In case of rejection by the Company, the risk of these rejected goods will be transferred to Supplier from date of written rejection.

10.7 When Company is not satisfied about the quality of the goods delivered by Supplier, despite result of any test, goods are returned on the expense of the Supplier.

10.8 In case the Company judges that the UBD of the goods is too close to time of delivery, Company is authorised to refuse these goods (unless otherwise agreed upon in writing in advance). Refusing these goods relating to this article do not indemnify the Supplier in any way.

Article 11 - Recall

11.1 When a recall occurs, Supplier is obligated to inform the Company immediately after announcement is made by the manufacturer. Company is informed by written statement within 24 hours.

11.2 Supplier is accountable for all costs incurred due to a recall.