



General Terms of Delivery

Article 1: Applicability

1.1 These general terms and conditions form part of all agreements howsoever named, with respect to the supply of services by referred to below as 'Groots Medical Device Expert'.

Article 2: Offers, order confirmations

- 2.1 Offers issued by Groots Medical Device Expert in writing will not be binding until signed for approval (letter or e-mail) by the customer and sent back to, and duly received by, Groots Medical Device Expert.
- 2.2 Oral offers are entirely without obligation and will not be binding upon Groots Medical Device Expert until confirmed by Groots Medical Device Expert in writing (letter or e-mail). Article 2.1 will apply mutatis mutandis.
- 2.3 If, without a prior offer from Groots Medical Device Expert, a customer places an order in writing or verbally with Groots Medical Device Expert, that offer will not be binding upon Groots Medical Device Expert until Groots Medical Device Expert has confirmed it in writing (letter or e-mail).
- 2.4 At the moment of order confirmation by the client, the information on the order confirmation will not deviate from the information as provided in the quotation, unless specifically indicated and agreed.
- 2.5 The provisions of this Article will also apply to any potential increase or decrease in the amount of work to be performed. If Groots Medical Device Expert expects an increase in the work, they will contact the customer in advance. Increases or decreases in the amount of work will be deemed to be a part of the agreement existing between the parties.

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Article 3: Prices and payment

- 3.1 All rates and expenses quoted in offers, order confirmations or other written documents of Groots Medical Device Expert are exclusive of V.A.T. or costs to be made in relation to the agreement including travel-, hotel-, send, communication and administrative costs, unless expressly stated otherwise.
- 3.2 With respect to claims denominated in foreign currency against debtors located outside of the Netherlands, Groots Medical Device Expert will not be liable for any exchange differences, conversion differences and/or transfer problems.
- 3.3 Invoices dispatched by Groots Medical Device Expert must be paid by the customer within 14 days of the invoice date.
- 3.4 All payments must be made without any deduction of expenses incurred by the customer in that context. The right to set-off is hereby excluded.
- 3.5 If the customer fails to pay the outstanding amounts within the term referred to in paragraph 3.3, the customer will be in default by operation of law and, without notice from Groots Medical Device Expert being required, forfeit a penalty of 4% a month on the entire amount outstanding.
- 3.6 Should collection be necessary, all judicial and extra-judicial costs incurred by Groots Medical Device Expert will be at the customer's expense. All payments by the customer will be applied first to the interest due and the costs of collection and subsequently to settle the invoice longest outstanding.

Article 4: Duration of Contract

- 4.1 The agreement between Groots Medical Device Expert and the customer is for an indefinite period of time unless stated otherwise and agreed upon by both parties.
- 4.2 A term of notice of two months applicable for both parties unless stated otherwise and agreed upon by both parties.

Article 5: Copyright

- 5.1 Except for the moral rights, copyright to the reports and other written documents prepared by Groots Medical Device Expert and the documents resulting from its work belongs to Groots Medical Device Expert. Without written authorization of Groots Medical Device Expert the customer is not free to use, publish and/or modify data, or portions and/or excerpts from reports and other documents without an appropriate notice, acknowledging the authorship of Groots Medical Device Expert.
- 5.2 Multiplication of information as meant by article 5.1 will be allowed for internal use.
- 5.3 The information as meant by article 5.1 is not allowed to be multiplied for external use or shared with third parties for consultancy reasons without prior and written permission of Groots Medical Device Expert. This article does not apply in case information needs to be shared to obligate the law.
- 5.4 In the event of breach of the ban set out in this Article 4, the customer will forfeit a penalty of 100% of the price agreed based on the offer or the order confirmation (including variations in the amount of work) payable to Groots Medical Device Expert for each breach, without prejudice to Groots Medical Device Expert's right to claim payment of the damage incurred.

Article 6: Confidentiality

- 6.1 Groots Medical Device Expert not disclose to third party any information received in confidence from the customer. This duty of confidentiality will apply equally to all individuals who work with or on behalf of Groots Medical Device Expert. In case of a signed Confidentially Agreement then the Confidentially Agreement prevails. This duty of confidentiality does not extend to facts of general knowledge or facts that Groots Medical Device Expert learned legally from another source.

Article 7: Liability

- 7.1 In no event shall Groots Medical Device Expert be liable for any special, indirect, consequential, incidental or punitive damages incurred by the Customer arising under or because of Agreement (s) (or the termination thereof) including but not limited to damages caused by incorrect and/or incomplete technical, scientific or regulatory data provided to Groots Medical Device Expert by the customer or third parties over which Groots Medical Device Expert has no control or influence. For the avoidance of doubt the customer is solely responsible for designing, development, classification, registration and marketing of its (medical) devices.
- 7.2 Groots Medical Device Expert is not liable to the customer for damage caused by or related to the services rendered on behalf of the customer, except if that damage is due to willful intent or gross negligence of Groots Medical Device Expert and/or its employees.
- 7.3 Groots Medical Device Expert does not accept any liability for damage arising because of force majeure or a delay in the performance of the order, which cannot be held against Groots Medical Device Expert.

- 7.4 Groots Medical Device Expert accepts no liability whatsoever for delays in the performance or progress of consultancy projects, either directly due to, or resulting from third parties beyond our reasonable control.
- 7.5 The total amount of Groots Medical Device Expert's liability to a customer will in no event exceed the amount of the offer or of the order confirmation (including any increase or decrease in the amount of work).

Article 8: Early termination

- 8.1 If the customer has not fully complied with his payment obligations, all reports and other documents prepared by Groots Medical Device Expert remain the ownership of Groots Medical Device Expert.
- 8.2 If the customer fails to perform an agreement, Groots Medical Device Expert is entitled to terminate this agreement upon notice, without prejudice to its right to claim payment of the damage incurred or yet to be incurred in this context.
- 8.3 If the customer applies for a suspension of payments, is declared bankrupt, ceases or winds up business, will be deemed to be in default by operation of law. In that case, all claims against will be due in their entirety. In those cases, Groots Medical Device Expert will have the right to claim performance or to terminate the agreement in whole or in part without any notice or court intervention being required, the foregoing without prejudice to Groots Medical Device Experts' right to claim damages.

Article 9: Disputes and applicable law

- 9.1 All agreements entered into by Groots Medical Device Expert are governed exclusively by Dutch law.
- 9.2 All disputes arising from or in relation to the agreement between the customer and Groots Medical Device Expert will be brought before the competent court in Den Haag, the Netherlands, unless Groots Medical Device Expert prefers the dispute brought before the competent court in the district where the customer is established.

Zoetermeer, December 2023