

**GENERAL TERMS AND
CONDITIONS**

PART A: SALE AND DELIVERY

Article 1: Definitions

Unless expressly indicated otherwise, the capitalised terms as used herein will have the following meanings:

PHCEU	PHC Europe B.V. having its registered office in Breda, the Netherlands, with sales and service organisations in the UK, France, Germany and in the Netherlands;
Buyer	any legal or natural person having entered, or wishing to enter, into an Agreement with PHCEU;
Party/Parties:	PHCEU and the Buyer, jointly or severally;
Product(s):	any product marketed and distributed by PHCEU, including the accompanying documentation and software;
Services:	any services, of whatever nature and designation, that are provided by PHCEU, including maintenance and repair;
In Writing / Written:	by letter, by fax or by electronic mail;
Order:	any assignment issued by the Buyer to PHCEU in Writing, relating to the provision of Products and/or Services;
Agreement:	any agreement between PHCEU and the Buyer for sale, purchase and delivery of Products and/or provision of Services;
Field Corrective Action:	any action initiated by or on behalf of the manufacturer to reduce risks associated with the use of a Product already placed on the market, including its rework or withdrawal from the market for technical or safety reasons, with the exception of measures that are performed as part of regular maintenance.
Confidential Information:	any non-public or proprietary information in whatever form (visual, verbal, written, electronic or any other) pertaining to a Party's business affairs and operations, including but not limited to information regarding product development and production, operational procedures, financial information, prices, market analyses, contract terms, and any other competitively sensitive information.
Criminal Organization:	a structured group of three or more persons, existing for a period of time and acting in concert with the aim of committing one or more serious crimes or offences (i.e. any conduct constituting an offence punishable by a maximum deprivation of liberty of at least four years or a more serious penalty under applicable law) in order to obtain, directly or indirectly: (i) financial or other material benefit or (ii) influence or power.
Conditions:	parts A and B of these general terms and conditions.

Article 2: Scope of application

- 2.1 The provisions of these Conditions apply to all quotations and offers made by PHCEU to the Buyer and all Agreements and transactions resulted therefrom.
- 2.2 If any provision of these Conditions shall be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision will be replaced with a valid one that corresponds as closely as possible to the purport and intent of the original provision.

Article 3: Offers and formation of an Agreement

- 3.1 All quotations and offers are made by PHCEU without obligation and may be revoked at any time, regardless of whether a term of acceptance is set in the quotation.
- 3.2 Agreements shall become effective only if the Buyer's Order is confirmed by PHCEU in Writing. PHCEU's Order confirmation will be deemed to reflect the Agreement accurately and properly unless Written notification to the contrary is received by PHCEU within three

(3) working days after PHCEU's Order confirmation.

- 3.3 All descriptions that PHCEU uses to inform the Buyer of Products to be offered and/or Services to be provided, including but not limited to advertisements, brochures, catalogues and price lists, are for the purpose of information and guidelines only. No such descriptions will form part of the Agreement and the Buyer cannot derive any rights from it.
- 3.4 Minor deviations from the offered specifications are permitted and will not affect the fulfilment of the Parties' obligations under the Agreement, provided that the deviations do not seem unreasonable to the Buyer. In particular, this shall apply to deviations in design, including colour of Products and to changes and improvements for the purpose of keeping up with the latest technological advances.
- 3.5 Furthermore, from time to time, PHCEU may alter the design or specification of the Products or deviate from such design or specifications for the purpose of improving product quality or safety or of complying with laws, rules, regulations, standards and other requirement of any governmental body or regulatory or standard setting agency or any similar bodies, or may substitute equivalent materials or components for unavailable materials or components.

Article 4: Prices

- 4.1 Unless agreed otherwise in Writing, all prices of Products and Services are Ex Works warehouse of PHCEU (Incoterms 2020) and exclusive of VAT, import duties and other taxes, levies, or rights.
- 4.2 Orders will be invoiced at the price which applied at the time when the Order was placed.
- 4.3 Orders with a value of less than €250.00 net, or in the UK less than £100.00 net, may be subject to an order processing and handling charge.
- 4.4 Unless expressly stated otherwise, PHCEU reserves the right to vary its prices and to change its price lists at any time at its own discretion.

Article 5: Payments

- 5.1 Unless agreed otherwise in Writing, payment of the invoices will be made by the Buyer within a strict deadline of thirty (30) days of the date of the invoice by transfer to a bank account designated by PHCEU in full without deduction of any discounts, bank charges, or set-offs.
- 5.2 PHCEU reserves the right to request the Buyer to make payment in advance or to obtain a Letter of Credit or a bank guarantee from a reputable bank. Under no circumstances will PHCEU be bound to supply any Products or render any Services, until the required security for payment has been provided.
- 5.3 Any payment made by the Buyer will — if applicable — first serve to settle any interest and costs due to PHCEU, and subsequently to reduce any outstanding claims, in order of precedence, starting with the oldest of these.
- 5.4 If the payment is not made within the stipulated period, the Buyer will be in default by the operation of the law, without any further notice of default being required, from the date on which the payment becomes due. Thereafter, PHCEU shall be entitled to charge statutory commercial interest within the meaning of Article 6:119a of the Dutch Civil Code over the unpaid amounts.
- 5.5 PHCEU reserves the right to make deliveries in instalments. Each such instalment will be invoiced separately and the Buyer will be obliged to pay for it in accordance with the payment terms set forth on PHCEU's invoice.
- 5.6 Any objections to invoices must be submitted to PHCEU in Writing within ten (10) working days from the invoice date. The filing of a complaint or an objection does not suspend the Buyer's payment obligations nor any other contractual obligations the Buyer may have.

Article 6: Applicable incoterms, transfer of risks and delivery dates

- 6.1 Unless agreed otherwise in Writing, delivery of the Products will be FCA (Free Carrier, Incoterms 2020), PHCEU's warehouse in Breda, the Netherlands.
- 6.2 If the responsibility for organising transport rests with the Buyer and the Buyer fails to arrange for the collection of its ready-for-shipment Products within fifteen (15) working days of notice given by PHCEU in Writing, PHCEU has the right either to resell the Products or to pass on to the Buyer any extra charges related to the storage of the Products.
- 6.3 Any delivery date offered by PHCEU to the Buyer is to be understood as an estimated date, not as an absolute deadline. The Buyer will not be entitled to claim any compensation, or to cancel or to delay or to refuse payment, if the delivery occurs after the estimated delivery date.
- 6.4 If an estimated delivery date is exceeded, PHCEU will contact the Buyer as soon as possible and offer a new delivery time. Both Parties shall, after mutual consultations, either accept the prolongation of the delivery period or, depending on the circumstances, to cancel the Order for such delayed Products in whole or in part. Delay in delivery of one instalment will not entitle the Buyer to cancel the Order with respect to other instalments.

Article 7: Packaging

The materials and method of packaging will be determined by PHCEU at its own discretion. Any specific wishes or requests the Buyer may have with regard to packaging must be approved by PHCEU in advance in Writing. Any additional costs arising from such wishes or requests will be

borne by the Buyer. PHCEU reserves the right to decide not to honour such wishes or requests.

Article 8: Retention of title

- 8.1 Without prejudice to the provisions of Article 6 hereof, PHCEU will retain title to all Products delivered to the Buyer until their purchase price and all other sums due for Products or Services delivered to Buyer by PHCEU have been paid in full, including damages, interest and costs, if any, even if security for payment has been provided.
- 8.2 Until the Buyer has completed the foregoing payment obligations, the Buyer may neither vest any security right for the benefit of third parties, such as a right of pledge or non-possessory pledge, in the Products delivered by PHCEU; nor perform (nor cause third parties to perform) any acts which may result in the Products being mixed or joined with other goods; nor lend, lease or otherwise surrender control over the Products save as provided in paragraph 3 of this Article. If a third party claims to have rights in respect of the Products subject to retention of title, or wishes to attach such Products, the Buyer will notify PHCEU of such intentions and claims without undue delay.
- 8.3 The Buyer is allowed, even if it has not yet completed its payment obligations, to use, or, as the case may be, to sell on the Products in a normal course of conducting its business, with the proviso that PHCEU takes the Buyer's place in regard to the latter's rights vis-à-vis its Buyers until all obligations in respect of payment have been fulfilled. In such a case, the Buyer will assign these rights to PHCEU, which assignment PHCEU hereby accepts in advance.
- 8.4 If the Buyer fails to fulfil its payment obligations or gives reason to believe that it will not fulfil them, PHCEU is entitled to reclaim such Products subject to retention of title as referred to in paragraph 1 of this Article. The Buyer is obliged to cooperate fully with PHCEU in such repossession.

Article 9: Inspection and Acceptance of Delivery

- 9.1 On taking delivery of Products the Buyer should check:
 - (i) that the number of units and the model being delivered corresponds to the information stated on the shipping documents and delivery note;
 - (ii) that the Products' packaging is intact and contains no visible signs of damage.
- 9.2 Any concerns or complaints regarding the condition of the Product at the time of delivery must be recorded on the corresponding shipping document(s). The Buyer forfeits the right to lodge any claims in relation to the outer appearance of delivered Products once the shipping document(s) have been signed for acceptance.
- 9.3 If delivery has been arranged by the Buyer, any claims or complaints regarding damaged or lost cargo should be lodged directly with the freight carrier responsible for its delivery.
- 9.4 If delivery has been arranged by PHCEU, any claims or complaints regarding damaged or lost cargo should be lodged in Writing with PHCEU within five (5) working days of the Buyer taking delivery. Any such claim or complaint must state the nature of the problem and the grounds for the claim or complaint and include corresponding shipping document(s) and photographs.
- 9.5 Failure to report any visible damage or any other apparent irregularity related to the delivery within the time limit specified will be deemed as unconditional acceptance of the Products by the Buyer.

Article 10: Warranty

- 10.1 PHCEU warrants that Products, subject to paragraph 8 of this Article, are free from defect in material and workmanship and in all material aspects comply with the specifications set forth in the corresponding installation, instruction, and service manuals.
- 10.2 Unless stated otherwise in Writing, the warranty period for newly manufactured Products is at least twelve (12) months from the date of their delivery to the Buyer. If the proof of the date of delivery cannot be provided by the Buyer to PHCEU, the warranty period will start from the date of a corresponding invoice issued by PHCEU for the Products.
- 10.3 PHCEU's sole and exclusive obligation and the Buyer's sole and exclusive remedy with respect to claims under this warranty shall be limited, at PHCEU's discretion, to repair, replacement or refund of defective and non-conforming Product. Any such obligation is conditional on the Buyer giving prompt notification and satisfactory proof of any defect and non-conformity.
- 10.4 The Buyer's notification shall be submitted in a service report in the form specified by PHCEU ('**Service Report**') which, *inter alia*, shall contain a reference to the relevant Order, the name of the Product, its serial number (if applicable) and description of the defect and non-conformity. In the event the Buyer is an end user of the Product, he may also report the defect and non-conformity directly to PHCEU's local sales and service organisation by phone or e-mail.
- 10.5 Any request for return of defective and non-conforming Products under warranty must be registered and approved by PHCEU's Service Department in advance in Writing. Once request has been approved, the Buyer will receive a Return-Material-Authorization number (RMA- number) which has to be recorded on the packaging of the Products returned. The Buyer may be required to perform some other specific handling procedures (e.g. biohazard decontamination procedure) before sending some types of the Products for inspection or repair to PHCEU.
- 10.6 Freight charges for return of defective and non-conforming Products will be initially borne by the Buyer. These charges will be reimbursed once PHCEU has ascertained the validity of the warranty claim and confirmed that these charges are considered reasonable. Freight charges for shipment to the Buyer of repaired Products or their replacement under warranty will be borne by PHCEU.

- 10.7 In case of repair/replacement of any part of the Product, the warranty shall thereafter continue and remain effective only for the remaining period of the original Product warranty.
- 10.8 This warranty does not cover defects and damage to Product resulting from (i) normal wear and tear; (ii) misuse, abuse or lack of reasonable care; (iii) improper or inadequate handling, storage, transportation, installation, maintenance, modification or repair; (iv) failure on the part of the Buyer or any third party to follow any applicable published instructions and guidelines; (v) use of Product for the purpose for which such Product is not intended, or use of the Product under abnormal conditions or outside the environment detailed in users' or service manuals; (vi) unauthorised disassembly of Product; (vii) an accident or a natural disaster; or (viii) a different cause not attributable to PHCEU.
- 10.9 If inspection of any Product returned to PHCEU under warranty determines that the warranty claim is unfounded or unjustified, the Buyer will be obliged to reimburse any related costs incurred by PHCEU with regard to such a claim.
- 10.10 The warranty in this Article is the only warranty provided by PHCEU to the Buyer with regard to the Products. PHCEU does not provide any other warranty with regard to the Products, neither express or implied including but not limited to, merchantability, non-infringement, fitness for any particular purpose and suitability for use in connection with any other equipment, unless expressly given in Writing by PHCEU.

Article 11: Permits

- 11.1 The Buyer will be responsible for obtaining all such permits, licences, certificates, or authorisations, as may be required to enable PHCEU to deliver the Products and/or to provide the Services and otherwise to perform any of its obligations in a timely and proper manner.
- 11.2 To the extent that PHCEU is expected to apply for any permits, licences, certificates, or authorisations, the Buyer agrees to inform PHCEU about the requirements for obtaining such permits, licences, certificates, or authorisations in advance sufficient enough to enable PHCEU to make timely and proper performance.

Article 12: Cancellation of Orders / return of unused Products

- 12.1 Except as set forth in paragraph 4 of Article 6, the Buyer may not cancel any Order in whole or in part without PHCEU's prior Written consent. In the case of cancellation, PHCEU reserves the right to apply cancellation charges the amount of which shall depend on but not limited to (i) the amount of work already performed by PHCEU under the Agreement; (ii) the type of the Product or Service with which the Agreement is concerned; (iii) the costs PHCEU has incurred; (iv) the costs PHCEU incurred with regard to the Agreement; and (v) the applicability of any restocking fees. Cancellation charges may amount to 100% of the sale price of the Product or Service.
- 12.2 Without prejudice to the provisions in paragraph 1 of this Article, an RMA-number must be obtained before return to PHCEU of any unused Products. Only the Products that are in new (untested, unused, and resalable) condition will be considered for return. A restocking fee may be charged if the Buyer (i) ordered the wrong Product; or (ii) no longer requires the Product.
- 12.3 The restocking fee is proportionate to the amount of time that has elapsed since the date shown on PHCEU's invoice:
- (i) up to 3 months — 25% of the invoiced price of the Product;
 - (ii) between 3 and 6 months — 50% of the invoiced price of the Product;
 - (iii) after 6 months — 85% of the invoiced price of the Product.
- 12.4 Further fees may apply if the Product returned (i) exhibits physical damage; (ii) misses any of the items originally included with the Product, including manuals, cables, racks, lock keys or any other item; (iii) requires additional work to make it good for resale.
- 12.5 Any Products authorised for restocking will be returned to PHCEU at the Buyer's risk and expense.
- 12.6 PHCEU does not accept returns or exchanges of any customised Products.

Article 13: Suspension and Termination of the Agreement

- 13.1 If the Buyer (i) fails to fulfil any of its obligations under the Agreement in duly and timely manner (ii) applies for suspension of payment or makes an assignment for the benefit of its creditors; (iii) becomes insolvent or becomes subject to any insolvency or bankruptcy proceedings under applicable laws; (iv) appoints a trustee, custodian or liquidator for a substantial portion of its property, assets or business; (v) passes a resolution about voluntary liquidation or is ordered for a winding-up by the court, all PHCEU's claims against the Buyer will become immediately due and payable.
- 13.2 Without prejudice to PHCEU's other rights, in such a case as described in the paragraph 1 of this Article, PHCEU is entitled (i) to suspend any (further) performance of its own obligations under the Agreement; (ii) to repossess the Products subject to retention of title clause; (iii) to rescind or to terminate the Agreement or any other agreements in whole or in part without any compensation or other liability to the Buyer. The foregoing suspension of the obligations under the Agreement by PHCEU leaves the obligations of the Buyer unaffected.

Article 14: Liability

- 14.1 PHCEU accepts no liability in connection with the Products and the Services and their use, except for cases regulated by the mandatory provisions of the applicable laws concerning liability for products or services and the limited manufacturer's warranty which covers defects in material and workmanship (see Article 10).
- 14.2 PHCEU indemnifies the Buyer against third-party product-liability claims in respect of the Products on condition that (i) such liability has not been occasioned by any act or omission of the Buyer's or of a third party's and (ii) that the Buyer notifies PHCEU of the claim in Writing within forty-eight (48) hours of becoming aware of the claim and (iii) affords such support as PHCEU may require to take the

necessary actions including, but not limited to, access to any relevant materials, records and documents and (iv) allows PHCEU the exclusive conduct of any proceedings related to the claim and (v) does not accept liability or settle any claim without the prior Written consent of PHCEU. The Buyer indemnifies PHCEU against any other third-party claims in connection with the Agreement.

- 14.3 PHCEU accepts no liability to the Buyer or to a third party for any indirect, incidental, collateral, consequential or special damage, intangible damage, or loss due to the interruption of business. This includes, but is not limited to: late delivery, loss of profit, revenue or savings, loss of the opportunity to do business or make an investment, loss of shares in the market, stagnation of business, loss of investment, loss of data, damage to reputation and diminution of good will.
- 14.4 If and to the extent that any liability nevertheless rests with PHCEU, this liability is restricted to the sum equal to the net invoice value of the Products and/or Services which caused the damage, on the understanding that the total aggregate liability of PHCEU shall not exceed €100.000 (one hundred thousand euro) per damage case. For the application of this Article, a series of related events resulting in damage and having (directly or indirectly) the same cause or originating from the same Agreement shall count as a single case of damage. The provisions of Article 14 do not apply where the liability arises from willful misconduct or gross negligence of persons responsible for the management of PHCEU.

Article 15: Field Corrective Actions

- 15.1 The Buyer will be required to assist PHCEU in implementing a Field Corrective Action, where necessary, to ensure it is carried out as quickly and efficiently as possible, in accordance with all applicable laws and regulations. In this respect, the Buyer, for purposes of keeping track of the Products sold, undertakes, *inter alia*, to keep adequate records of its sales history for a period of at least seven (7) years from the date of their delivery to an end-user or any other third party, unless a longer term is required by law.
- 15.2 The records shall contain such information as may reasonably be required to identify and locate the Products and their purchasers (e.g. their name, model number, and serial number, if applicable; the quantity sold, the name and address of the consignee or the end-user etc).
- 15.3 If a Field Corrective Action needs to be or has been initiated, PHCEU will be entitled to get access to such records or receive their copy from the Buyer, if necessary, by involving an independent third party.

Article 16: Confidentiality

- 16.1 Each Party reserves all rights in its Confidential Information, including the intellectual property rights in such information. Under no circumstances will the disclosure of any Confidential Information by either Party be regarded as transferring rights or granting a license to use the Confidential Information for any other purpose than that for which it was disclosed (the 'Permitted Purpose').
- 16.2 The receiving Party accepts the obligation (i) to keep the Confidential Information in confidence; (ii) to protect such Confidential Information by using at least the same degree of care as it uses for the protection of confidential information of a similar nature in its own possession, and under no circumstances with less than reasonable care; (iii) not to disclose such Confidential Information, in whole or in part, directly or indirectly, to a third party, except as expressly permitted by Paragraphs 3 and 4 of the present Article.
- 16.3 The receiving Party may disclose Confidential Information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that (i) prior to disclosure, the receiving Party executes separate agreements or arrangements with all those persons concerned, ensuring at least the same degree of protection of the Confidential Information as this Article; (ii) the receiving Party accepts responsibility for any breach of the terms of this Article by any of its representatives.
- 16.4 If the receiving Party is required by law, or pursuant to the order of a court or of a governmental agency, to disclose the Confidential Information, it shall promptly notify the disclosing Party, unless legally prohibited from doing so, prior to making any such disclosure, in order to give the disclosing Party the opportunity to seek to obtain from the proper authority such a protective order or remedy as it deems appropriate.
- 16.5 On the expiry or termination of the Agreement, or at the disclosing Party's written request, the receiving Party (i) shall make no further use of the Confidential Information; and (ii) shall promptly return, or destroy, as required, all copies and excerpts of the Confidential Information received, in whatever form, under the Agreement, together with any notes or analyses based on that information.
- 16.6 The provisions of this Article 16 shall survive the termination of the Agreement if the nature of the Confidential Information reasonably requires it..
- 16.7 Notwithstanding any other provision in the Agreement, the following information shall not be deemed to be Confidential Information: (i) information generally known or available to public at large other than as a result of the receiving Party's breach of this Article; (ii) information already owned or possessed by the receiving Party at the time of disclosure or legally obtained by the receiving Party without breach of the Agreement; (iii) information developed by the receiving Party independently; and (iv) information furnished to the receiving Party without obligation of confidentiality by a third party.

Article 17: Force Majeure

- 17.1 Neither Party shall be liable for or deemed in breach of the Agreement because of any delay or failure in performing their respective obligations under the Agreement due to an event or circumstances beyond their reasonable control and without the fault or negligence of the Party experiencing such a delay or failure, including but not limited to acts of God (e.g. severe weather conditions, flood, fire etc); act of terrorism or sabotage, military conflict, riot, restrictions imposed by government or law or any other cause beyond of either Party's control (collectively, 'Force Majeure').
- 17.2 The non-performing Party shall inform the other Party immediately and in Writing about the Force Majeure and shall use all reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement as soon as possible.
- 17.3 If it becomes clear that a Party's inability to fulfil any obligation under the Agreement and/or these Conditions due to a Force Majeure circumstance which cannot be remedied within a reasonable period of time, the other Party may terminate the Agreement and/or

these Conditions either partially or in full with immediate effect, without being bound to any compensation for damages. The terminating Party shall be obliged to pay the other Party for any partial fulfilment of any obligations under the Agreement and/or these Conditions.

Article 18: Intellectual and industrial property

- 18.1 All intellectual property rights with respect to the Product and the Services and related documentation and software are the sole and exclusive property of PHCEU or its licensors.
- 18.2 The Buyer will not be a party to any act or omission whereby any intellectual property that the Buyer is authorised to use, is endangered, prejudicially affected or brought into disrepute.
- 18.3 The Buyer shall promptly inform PHCEU in Writing if he comes to know of (i) any actual or potential claim that the Products or the Services infringe any intellectual property rights of a third party; and (ii) any actual or potential third-party claims in relation to it (iii) any actual or potential infringement by any third party of the rights of PHCEU or of its licensors to intellectual property.
- 18.4 PHCEU has the unconditional right to, in the event of an infringement, presumed or proven, suspend the fulfilment of the Agreement in part or in full, or to terminate the Agreement.

Article 19: Pledge of Compliance

- 19.1 The Buyer represents and warrants that, in connection with the Agreement or the business resulting therefrom: (i) it is fully cognisant of the anti-bribery laws applicable to the performance of the Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act, and will comply with all such laws; (ii) neither it nor a related party has made, offered or authorised, or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.
- 19.2 The Buyer undertakes to immediately notify PHCEU in Writing if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mentioned in Article 19.1.
- 19.3 The Buyer solemnly declares that it (i) does not and will never knowingly take part in any criminal activities usually associated with Criminal Organization, such as human trafficking, drug trafficking, illicit manufacturing of and trafficking in firearms and ammunition, money- laundering, fraud etc; (ii); does not and will not become involved in any supporting activities of a Criminal Organisation, including but not limited to the provision of information or material means, the recruitment of new members and all forms of financing; (iii) does not and will never use forced, bonded or otherwise indentured labour; (iv) does not and will not use force, deceit or coercion in securing business.
- 19.4 The Buyer shall indemnify, defend, and hold harmless PHCEU and its related parties from and against any and all losses, damages, claims, expenses, fines, penalties and any other liabilities arising out of the Buyer's representations in this Article 19 being untrue or of the Buyer's breach of any of its warranties or undertakings in this Article 19.
- 19.5 If the Buyer does not observe the stipulations of this Article 19, that will constitute a material breach of the Agreement. This means that PHCEU has the right, in the case of such a breach, to terminate the Agreement with immediate effect by giving notice in Writing to the Buyer, without PHCEU's incurring any financial or other liability.

Article 20: Export control Regulations

- 20.1 Under no circumstances will PHCEU be bound by any terms and conditions that contravene any laws, regulations or restrictions of the European Union, Japan, the United States of America, and any other relevant country regarding export controls. All sales and purchases between the Parties are subject to obtaining such licenses, authorisations, permits or certificates as may be required under the applicable laws.
- 20.2 On PHCEU's request the Buyer will furnish PHCEU with all the information and documentation necessary for PHCEU's compliance with the applicable laws, including due diligence checks. Specifically, the Buyer will provide PHCEU without undue delay with accurate information regarding the end-user, the country of destination and the intended end-use of Products and/or Services.
- 20.3 During and after the term of the Agreement, the Buyer shall not sell, lease, or otherwise transfer the Products and/or Services directly or indirectly to any Buyers of whom the Buyer knows that they may use the Products and/or Services for military purposes. Such purposes include, but are not limited to, the design, development, production, stockpiling, and use of any weapons including weapons of mass destruction, such as nuclear weapons, biological weapons, chemical weapons, and missiles; and such nuclear explosive activity, nuclear fuel- cycle activity and heavy water production as is not covered by International Atomic Energy Agency (IAEA) safeguards. Furthermore, the Buyer shall check and guarantee that NO Restricted Party as specified in the following lists is involved in the intended transaction:
 - *European Commission: restrictive measures in force;*
 - *Consolidated list of sanctions* issued by the Security Council of the United Nations;
 - *The Foreign End-User List* issued by Ministry of Economy, Trade and Industry of Japan;
 - *Denied Persons List* issued by Bureau of Industry and Security (BIS) of the USA;
 - *Entity List* (BIS);

- *Unverified List* (BIS);
- *Specially Designated Nationals List* issued by Office of Foreign Assets Control (OFAC) of the USA;
- *The Foreign Sanctions Evaders List* ('FSE') issued by the Department of the Treasury of the USA.

- 20.4 The Buyer will not export the Products and/or Services directly or via a third party to any country subject to an economic sanction imposed under a resolution of the Security Council of the United Nations. The Buyer is responsible for exercising due diligence in ascertaining which countries are subject to sanctions, for how long these sanctions remain valid and effective, and whether they apply to the Products and/or Services. When reselling the Products and/or Services, the Buyer shall impose the above-mentioned obligation on its Buyers.
- 20.5 It is also the Buyer's responsibility to obtain any export licenses, authorisations and permits required for shipment or transfer of the Products and/or Services outside its territory.
- 20.6 If the Buyer does not observe the stipulations of this Article 20, that will count as a material breach of the Agreement. This means that PHCEU has the right, in the case of such a breach, to terminate the Agreement with immediate effect by giving notice in Writing to the Buyer, without incurring any financial or other liability.
- 20.7 The Buyer confirms that the obligations formulated in this Article continue to exist after the termination of the Agreement, or other arrangement, on the basis of which the Products and/or Services have been made available to the Buyer.

Article 21: Governing law and dispute resolution

- 21.1 Dutch law applies exclusively to all offers, Agreements and consequent transactions, any and all disputes in connection therewith, as well as to these Conditions, without regard to its conflict of laws rules. The United Nation Convention on the International Sale of Goods shall not apply.
- 21.2 With respect to the interpretation of terms of international trade the most recent version of Incoterms, as composed by the International Chamber of Commerce in Paris (I.C.C.) applies.
- 21.3 All disputes, both of a factual and of a legal nature, entailed by or related to the Agreement, or to the Conditions themselves, their interpretation, their breach and their execution, including those which are only considered as such by one of the Parties, shall be settled by the Court of Amsterdam in the Netherlands, without prejudice to the right of PHCEU to have the dispute settled by the judge of the place in which the Buyer is resident.
- 21.4 If there is a dispute between PHCEU and a Party that does not have its residence in the European Union, Parties shall attempt to resolve the dispute in the first instance by means of mediation, in accordance with the Regulations of the Mediators' Federation of the Netherlands (established in Rotterdam) as they are in force on the starting date of the mediation. As long as the mediation has not ended, neither party shall bring the dispute to court, unless solely for the purpose of preservation of rights. If it has proved impossible to resolve a dispute as referred to above by means of mediation, such dispute shall be settled by the Netherlands Arbitration Institute on the basis of the arbitration rules in force at that time. The arbitration will be judged by one arbitrator and the language of proceedings will be English. The place of arbitration in that case will be Rotterdam.

Article 22: Final provisions

PHCEU is authorised to make changes to these Conditions. The changes take effect at the time announced.

PART B: TECHNICAL SERVICE & SUPPORT, INCLUDING INSTALLATION, MAINTENANCE, REPAIR, VALIDATION, CALIBRATION AND COMMISSIONING

In addition to the terms and conditions referred to in Part A of these Conditions, the following terms and conditions apply specifically to the execution of tasks and assignments related to installation, maintenance, repair, validation, calibration, commissioning or any other kind of technical service and support involving PHCEU. In the case of a conflict between the provisions in Part A and Part B of these Conditions, the provisions of Part B shall prevail.

Article 23: Definitions

Unless expressly indicated otherwise, the capitalised terms as used herein will have the following meanings:

- Work Assignment:** any specific Work to be performed by PHCEU in accordance with the Agreement;
- Equipment:** a mechanism, device, component, system, etc. which is the object of the Work Assignment.

Article 24: The Scope of a Work Assignment

- 24.1 The scope of the Work Assignment will be defined in the Order confirmation of PHCEU.
- 24.2 If a subsequent technical inspection carried out by PHCEU reveals that the actual amount of work necessary to complete the Work Assignment deviates from the originally agreed amount of work, PHCEU shall not proceed with the Work Assignment without obtaining the Buyer's prior approval of the additional costs. Such approval will not be deemed necessary if the additional costs do not exceed 20% of the originally agreed costs in the Work Assignment.
- 24.3 Unless agreed otherwise in Writing, the Work Assignment will be carried out on weekdays, with the exception of public holidays, during standard working hours of PHCEU.

24.4 All time schedules for the completion of the Work Assignment are approximate and provided only as an indication.

Article 25: Work Assignments performed at the location indicated by the Buyer

25.1 If the Work Assignment is to be carried out outside PHCEU's premises, at a location indicated by the Buyer, the Buyer agrees to ensure that:

- (i) the workplace meets essential health and safety requirements;
- (ii) PHCEU receives timely free access to the workplace in compliance with all applicable regulations and internal procedures;
- (iii) earthworks, paving, installation of power and water supplies or any other types of work or services which may hinder or delay the execution of the Work Assignment, have been completed beforehand;
- (iv) additional assistance is made available without any charge, for the relocation of objects which two average persons cannot reasonably be expected to move on their own;
- (v) all relevant technical information which may reasonably be required for safe and successful execution of the Work Assignment (e.g. service manuals, spare part lists, drawings, designs etc.) has been provided to PHCEU beforehand and free of charge.

25.2 The Buyer will be liable for any losses or costs incurred by PHCEU through the Buyer's failure to meet the above provisions.

Article 26: Decontamination of the Equipment

26.1 The Buyer is obliged to ensure that:

- (i) all Equipment is thoroughly cleaned and disinfected; and
- (ii) that Clearance Certificates are presented to PHCEU prior the commencement of the Work Assignment as evidence that the cleaning and disinfecting as mentioned under (i) has been properly done irrespective of whether the Equipment had been used or not. If the Equipment is to be returned to PHCEU's premises, a copy of the completed Clearance Certificate must accompany the Equipment.
- (iii) each Clearance Certificate must be completed by the end-user of the Equipment and must contain the following information:
 - the name and the address of the site where the Equipment was installed;
 - the model name and the serial number of the Equipment;
 - the name, the position, and the signature of the person who has performed the cleaning and disinfection
 - the contents, method, level, date and other details of the cleaning and disinfection.

26.2 PHCEU will not accept any medical and laboratory Equipment without a corresponding Clearance Certificate.

Article 27: Test and Inspection

27.1 Work Assignment will be deemed to have been accepted if one of the following conditions is met:

- (i) the Buyer has inspected the results of the Work Assignment and has manually or electronically signed the corresponding Service Report; or
- (ii) PHCEU has notified the Buyer in Writing about the completion of the Work Assignment and the Buyer has failed to inspect the Equipment or to have it tested within ten (10) working days of receipt of such notification; or
- (iii) PHCEU has notified the Buyer in Writing about the completion of the Work Assignment and the Buyer has failed to inform PHCEU in Writing of any shortcomings in PHCEU's performance within ten (10) working days of receipt of such notification; or
- (iv) the Buyer has put the Equipment into operation.

27.2 Without prejudice to the Buyer's right to invoke PHCEU's warranty obligations, acceptance of the Work Assignment pursuant to Article 27.1 cannot be withdrawn or revoked.

27.3 Minor shortcomings, which do not essentially affect the performance of the Equipment, will be remedied by PHCEU as soon as possible. These do not form a sufficient reason for rejecting the Work Assignment already carried out by PHCEU, nor are they grounds for terminating the Agreement.

Article 28: Warranty

28.1 With due observance of the provisions specified elsewhere in these Conditions, the warranty period on the replaced spare parts is twelve (12) months of the date of the repair; the warranty period on the related labour is three (3) months of the date of the completion of the Work Assignment.

28.2 This warranty period on the replaced spare parts does not apply to goods assembled, installed, synchronised, calibrated, tested, inspected etc. by or on behalf of PHCEU, if the aforementioned goods have not been supplied by PHCEU itself or on its behalf.

Article 29: Liability

29.1 The total liability of PHCEU will be limited to meeting its warranty obligations set out in Articles 10 and 28.

29.2 Without prejudice to the provisions of Article 14, PHCEU accepts no liability for damage or loss resulting from the repair of equipment supplied in whole or in part by another company.

29.3 The exclusions and restrictions to PHCEU's liability, as described in the preceding paragraphs of this Article, shall not affect the remaining exclusions and restrictions to PHCEU's liability set out in Part A in any way.

Article 30: Claims and complaints

Any complaint related to the execution of the Work Assignment must be lodged with PHCEU within ten (10) working days of the event or occurrence which gave grounds to the complaint.