

GENERAL TERMS AND CONDITIONS VACTRA B.V.

1. General Stipulations

1. These General Terms and Conditions are applicable to each offer of VACTRA and each concluded agreement.
2. The applicability of the terms and conditions of purchase or under whichever other name, of the counterparty is explicitly rejected.
3. From the stipulations in these General Terms and Conditions can solely be deviated in writing. If and insofar what parties have agreed explicitly in writing, deviates from the stipulations in these General Terms and Conditions, then shall apply what parties have agreed explicitly in writing.
4. Invalidation or invalidity of one or more of the stipulations in these General Terms and Conditions, leaves the validity of the other stipulations unaffected. In a prevalent case, parties are obliged to enter into mutual consultation in order to make a substituting arrangement with regard to the affected stipulation. Thereby shall, as much as possible, the purpose and the tenor of the original stipulations be observed.

2. Prices

1. In the absence of written agreement to the contrary, the prices operated by VACTRA are based on delivery Ex Works, exclusive of VAT and other duties, exclusive of the costs of assembly and commissioning, exclusively of the costs of non-standard packaging and are given in euros.
2. In the event of changes to cost price factors, VACTRA reserves the right to adjust the price accordingly.

3. Delivery and delivery period

1. Delivery will take place Ex Works.
2. Delivery times are indicative and exceeding them cannot under any circumstances lead to liability or an obligation to pay damages on the part of VACTRA.
3. The customer is obliged to check the delivered goods for defects within five (5) calendar days of their delivery. The customer must notify VACTRA of any defects established on delivery in writing and within 5 days of their being established, in the absence of which VACTRA will not be obliged to pay compensation for damages and costs, compliance, repair and also on penalty of forfeiture of the right of the customer to dissolution, suspension, compensation or setoff.
4. VACTRA reserves the right to deliver in batches that will be invoiced separately.
5. If the products could not be delivered as a consequence of a circumstance that can be imputed to the counterparty, then VACTRA shall store the products for the account and risk of the counterparty, notwithstanding the obligation of the counterparty to payment of the amounts due by him on the basis of the agreement.
6. In the case that the counterparty refuses take-off of the ordered products or is otherwise negligent to take the products into receipt, then the counterparty shall upon first request of VACTRA inform within which term the products shall be taken off after all. This term shall never be longer than a month after the day of the request as referred to in the previous sentence. VACTRA is authorized to dissolve the agreement if the counterparty, after the expiry of the term referred to in the previous sentence, still has omitted the take-off of the products, notwithstanding the obligation of the counterparty to payment of the amounts due by him on the basis of the agreement and the costs of storage of the products.
7. If VACTRA, in the application of the sections 5 and 6 makes costs which would not exist if the counterparty had properly complied with his obligations referred to there, then these costs will be additionally for the account of the counterparty.

4. Acceptance, inspection and complaints

1. Complaints concerning invoices must be made in writing within thirty (30) calendar days of the invoice date. The customer will lose the right to file complaints if this period is exceeded.
2. Returns will be accepted by VACTRA only provided that:
 - a) VACTRA has approved the return in writing in advance;
 - b) this is done carriage paid and with reimbursement of costs;
 - c) the goods are stock or standard goods;
 - d) the delivery was made no longer than six (6) weeks previously;
 - e) the returned goods do not amount to more than 10% of the amount of the original delivery.

5. Modifications and cessation of the manufacture / supply of goods and services

- VACTRA is permitted at its own discretion a) to modify the quality or specifications of its goods and b) to cease the manufacture / supply of one or more types of goods. If in the opinion of VACTRA the modification referred for above leads to a material change in the performance of the goods in question, VACTRA will notify its customer of this in writing within thirty (30) calendar days, after which the customer will have the right to dissolve the contract to which these general terms and conditions apply within a period of fourteen (14) days.

6. Deviations regarding the product and quantity

- VACTRA is permitted to apply a limited deviation with regard to colour, quantity, size, weight or (shore) hardness of goods unless specific agreement to the contrary has been made in the agreement.

7. Intellectual property rights

1. VACTRA is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third-parties are infringed by goods received from suppliers and/or customers via VACTRA or third-parties via them, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain goods. The customer indemnifies VACTRA against all claims made against VACTRA in that regard.
2. In cases where VACTRA processes the customer's goods, VACTRA will be deemed to be the maker of that work within the meaning of the Copyright Act and/or as the party entitled to the relevant intellectual property rights.
3. In the absence of written agreement to the contrary, VACTRA holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

8. Warranty

- Faults in the goods intended for long-term use can be repaired or replaced - to be decided at the discretion of VACTRA - exclusively during a period of twelve (12) months after delivery if VACTRA judges that the faults can be attributed to construction errors and the goods have been used and maintained normally. Consumables are not covered by this guarantee. No other or more extensive guarantees are issued.

9. Liability and safeguard

1. VACTRA is not liable for damage as a consequence of the use of the delivered products, including damage emerged as a consequence of use of the products in violation of the use instructions and/or normal requirements of care that the end user should observe in the use of the products.
2. VACTRA is never liable for the consequential damage, including missed profits, suffered loss or damage as a consequence of enterprise stagnation.
3. The liability of VACTRA is at all times limited to no more than the invoice value of the agreement, at least to that part of the agreement to which the liability of VACTRA relates, it being understood that the liability of VACTRA shall never amount to more than the amount that with regard to the concerned case actually will be paid out on basis of the concluded liability insurance of VACTRA.
4. The statute of limitations of all claims and defenses towards VACTRA is one year only.

5. The counterparty safeguards VACTRA from possible claims of third parties that suffer damage in connection with the execution of the agreement and of which the cause is imputable to others than to VACTRA.

10. Force Majeure

1. VACTRA is not required to the compliance with any obligation from the agreement if and for as long as he is thereto impeded by a circumstance that cannot be imputed to him on the basis of the law, a legal act or opinions in society. Under Force Majeure will also be understood the circumstance that VACTRA by an act of his suppliers is not able to (timely) comply with his obligations.
2. If the situation of Force Majeure makes the compliance with the agreement permanently impossible, then parties are authorized to dissolve the agreement with immediate effect.
3. If VACTRA upon the emergence of the situation of Force Majeure has already partially complied with his obligations, or can only partially comply with his obligations, then he is authorized to separately invoice the part already executed, respectively part of the agreement to be executed, as if there was an instance of an independent agreement.
4. Damage as a consequence of Force Majeure shall, notwithstanding application of the previous section, never be eligible for compensation.

11. Payment

- Unless otherwise agreed payment is to be made net and without any discount or setoff, by depositing the payable amount or transferring it to a bank account designated by VACTRA within thirty (30) days of the invoice date. For orders with a total net component value lower than € 750.00 (seven hundred and fifty euros) not including VAT, VACTRA reserves the right to charge a fee. VACTRA reserves the right to make a late payment surcharge. The value day indicated in the bank statements is determinative and is therefore regarded as the date of payment.

12. Non-compliance, termination, dissolution and suspension

1. VACTRA is authorized to terminate, dissolve or suspend execution of the agreement with immediate effect in full or in part - without legal intervention or any notice of default being required - without prejudice to the remaining rights of VACTRA (to demand compliance or compensation for damages), if:
 - a) The customer dies, applies for suspension of payment, applies for bankruptcy, is declared bankrupt or requests admission to the statutory debt management scheme;
 - b) an application for the customer's bankruptcy has been filed;
 - c) the customer fails to meet any obligation by law or under these conditions;
2. If an agreement is dissolved in full or in part by VACTRA, the customer will be obliged to pay compensation for all costs or loss of profits relating to the dissolved agreement.
3. Upon termination of the agreement and irrespective of the reason for this the customer will purchase all of the goods held by VACTRA in stock within 7 days of the termination of the agreement for payment of the price applicable at that time and will accept the goods immediately following payment.

13. Retention of title

1. All of the goods that VACTRA has delivered - even if it has been contractually agreed that they are to be assembled by VACTRA at the location of the customer or his client, remain the property of VACTRA until the customer has remitted full payment of all that owed by the customer to VACTRA under this or any other related contract, including interest and costs.
2. The customer is authorized to dispose of the goods in the context of his normal business operations. The customer is obliged to inform the acquiring third-party of the retention of title for the goods in the favour of VACTRA.
3. For as long as they are not being used the customer is obliged to clearly separate the delivered goods from other goods until their ownership has been transferred.

14. Disputes and applicable law

1. All offers of and agreements with VACTRA will be governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.
2. All disputes regarding agreements to be entered into or which have been entered into, including agreements arising from them or regarding these general terms and conditions themselves will be referred for adjudication to the District Court in Noord-Brabant.

15. Compliance

- The customer (a) represents and warrants that it is not subject to any trade sanctions imposed by the US, EU, and/or UN, and (b) shall comply with (and not engage any activity, practice or conduct which would constitute an offence under) all applicable laws, statutes, regulations, and codes, including those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the goods sold to it by VACTRA, and (ii) anti-bribery and anti-corruption, and provide evidence of compliance with the foregoing as VACTRA may reasonably request from time to time.

16. Final provisions

- These terms and conditions were originally formulated in Dutch. If these terms and conditions are translated into another language, in the event of difference of opinion on the content or tenor of these conditions, the Dutch text will be binding.

22.06.2018