

## **Standard Conditions of Sale**

### **1. Definitions**

In these terms and conditions, the following words shall have the following meanings:-  
“the Foundation” shall mean “Medic” (Medical Equipment Distribution Information Centre), with its premises at Johannes Bosboomstraat 29, 7312 LM Apeldoorn, The Netherlands.  
“the Goods” shall mean the products or articles and/or services which are manufactured or sold by the Foundation.  
“the Buyer” shall mean the purchaser of the Goods from the Foundation.

### **2. The Contract**

2.1 All orders are accepted under these Terms and Conditions alone.  
2.1.1 All orders are accepted under the , prevailing at the moment of contracting, Incoterms 2000 “Ex Works” (EXW)  
2.2 These Terms and Conditions exclude any other Terms and Conditions inconsistent therewith which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any Terms or Conditions inconsistent with them or may be contained in any offer acceptance or counter-offer made by the Buyer.  
2.3 No variations of these Terms and Conditions are permitted unless expressly accepted by a Director of the Foundation in writing.  
2.4 All verbal orders must be confirmed to the Foundation in writing by post, email or by fax.

### **3. Cancellation**

3.1 No cancellation by the Buyer is permitted except where expressly agreed by the Foundation.  
3.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Foundation fully against all expenses incurred up to the time of such cancellation.

### **4. Price**

4.1 All prices charged are those ruling at the date of acceptance of the order from the Buyer unless otherwise stated.  
4.2 Unless otherwise stated the prices charged are net ex works exclusive of Value Added Tax. Any obligation to pay VAT is the sole responsibility of the Buyer.  
4.3 The Foundation reserves the right at any time prior to delivery of the Goods and services to adjust the price to take account of any increase in the cost of raw materials, labour or services, taxes or duties or any currency fluctuations affecting the cost of imported materials.

### **5. Terms of Payment**

5.1 The Buyer shall make payment net cash with the Buyer's order except where the Foundation has agreed to open a credit account. In this case, the Buyer shall make payment net cash against every invoice from the Foundation within 30 days of the date of such invoice.  
5.2 Time for payment shall be of the essence.  
5.3 The Foundation reserves the right to charge interest at 2% per month on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1.  
5.4 The Buyer shall have no right to offset, statutory or otherwise.  
5.5 If the Buyer (being a Company or Foundation) has a petition presented for its winding-up or for an administration order under the Insolvency Act 1986 or passes a resolution for

voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so), he will be deemed to have repudiated the Contract.

5.6 The Foundation reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any Order.

## 6. Delivery

6.1 All items quoted for delivery shall be packed ready for delivery to the Buyer's address or, if different, as specified on the Buyer's order.

6.2 The Foundation will make the goods available for shipment ex works to the delivery address, The cost of delivery, such as packing, transport and insurance are for the Buyer's account.

6.3 The date of delivery may be changed by the foundation without any right of the Buyer to cancel or change the order.

6.4 The Foundation shall not be liable for any loss whatsoever caused by its non-delivery.

6.5 The Foundation reserves the right to make delivery by instalments and to issue a separate invoice in respect of each instalment.

6.6 When delivery is to be by instalment or the Foundation exercises its right to delivery by instalments under clause 6.5 hereof or if there be any delay in the delivery of any one or more instalments for whatever reason this will not entitle the Buyer to cancel or change the contract or be entitled to any damages thereof..

6.7 Deviations in quantity of the Goods delivered (representing not more than 10 per cent by value) from that stated in the Buyer's order shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.

## 7. Risk and the Passing of Property

7.1 Risk in the Goods shall pass to the Buyer at the moment when the Goods are loaded or collected by the Buyer or his agent at the Foundation's storage place.

7.2 Title in the Goods shall not pass to the Buyer until full payment has been received by the Foundation for the Goods and no other amounts are then outstanding from the Buyer to the Foundation in respect of other Goods supplied by the Foundation.

7.3 The Buyer is licensed by the Foundation to use or agree to sell the Goods delivered to the Buyer subject to the provisions of clauses 7.4 and 7.5

7.4 Until title to the Goods passes:-

7.4.1 the Buyer will hold the Goods as fiduciary agent and bailee for the Foundation;

7.4.2 the Goods shall be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Foundation;

7.4.3 the Foundation may at any time revoke the power of sale and use of the Goods by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Foundation (whether in respect of the Goods or any other Goods supplied at any time to the Buyer, or if the Foundation has bona fide doubts as to the solvency of the Buyer;

7.4.4 the Buyer's power of sale and use shall automatically cease if the Buyer has a petition presented for its winding-up or for an administration order under the Insolvency Act 1986 or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide

amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law;

7.4.5 upon determination of the Buyer's power of sale and use, the Buyer shall place any of the Goods, in its possession or under its control, at the disposal of the Foundation and the Foundation shall be entitled to enter the premises of the Buyer for the purpose of removing the Goods.

7.5 The Foundation shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Foundation may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

## 8. Lien and Stoppage

Until such time as the title in the Goods has passed to the Buyer the Foundation has the right to withhold delivery if the Buyer (being a Company or Foundation) has a petition presented for its winding-up or for an administration order under the Insolvency Act 1986 or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under foreign law.

## 9. Inspection

9.1 At his request, the Buyer may inspect the Goods at the moment of loading of the Goods at the Foundation's storage place.,.

## 10. Warranty

10.1 The Foundation warrants that it has title to and the unencumbered right to sell the Goods

10.2 It is the Buyer's responsibility to ensure that the Goods are suitable for the purpose to which they are intended to be used.

10.3 No representation or warranty is given as to the suitability or fitness of the Goods for any particular purpose and the Buyer shall satisfy himself in this respect and shall be totally responsible therefore.

10.4 If the Buyer has any specific requirements for the use of the Goods the Buyer must notify these requirements to the Foundation in writing before purchasing the Goods

10.5 If the Buyer is unsure as to the suitability of any Goods for a particular purpose it should consult the Foundation prior to purchase.

10.6 If the Goods are in such a condition which would entitle the Buyer to repudiate the contract and/or claim damages from the Foundation the Foundation reserves the right to repair or replace the Goods

## 11. LIABILITY

### 11.1 Introduction

11.1.1 Nothing in clause 11 shall be deemed to exclude or restrict the Foundation's liability for death or personal injury resulting from the Foundation's gross negligence.

11.1.2 The liability of Medic will be limited to the conditions mentioned in this document.

11.1.3. Medic will not be responsible for damage whatsoever caused by incorrect or wrong information provided by the Buyer.

11.1.4. In case Medic will be held liable for any damage, this damage will be in any case limited to twice the value of the invoice or to the value of that part of the invoice the liability relates to.

11.1.5. The liability of Medic will always be limited to the amount Medic will be compensated for by the insurance company

11.1.6. Medic will be exclusively liable for direct damage. Direct damage will mean:

11.1.6.1. Fair costs of determination of cause of the damage.

11.1.6.2 Fair costs made by Medic to meet reasonable expectations on the part of the Buyer

11.1.6.3. Fair costs of avoiding and /or limiting damage . The Buyer will provide clear evidence as to the cost associated with such actions.

11.1.7. Exclusion of Consequential Loss. The Foundation will not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of duty in contract or tort or in any other way

## 12. Special Packaging or Materials

Where special materials or branded packaging are required to satisfy the Buyer's order specification, it will be a condition that any surplus quantity of these items produced by the Foundation will, on completion of the Buyer's order, be invoiced to, and payable by, the Buyer.

## 13. Force Majeure

13.1 The Foundation shall not be liable for any failure to deliver the Goods arising from circumstances outside the Foundation's control.

13.2 Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, abnormal weather conditions, fire ,flood, strikes, lockouts, Government action or regulations delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

13.3 Should the Foundation be prevented from delivering in the above circumstances, it shall give the Buyer written notice of this fact as soon as reasonably practicable.

13.4 If the circumstances preventing delivery are still continuing three months after the Buyer receives the Foundation's notice, then either party may give written notice to the other cancelling the contract.

13.5 If the contract is cancelled in this way, the Foundation will refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the Foundation is entitled from the Buyer) but the Foundation will not be liable to compensate the Buyer for any further loss or damage caused by failure to deliver.

## 14. Sales Promotion and Documentation

14.1 Whilst the Foundation takes every precaution in the preparation of its catalogues, technical documentation, price lists and its literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Foundation and the Foundation shall not be bound thereby.

14.2 Illustrations and sizes refer to patterns as made at the time of publication. In view of continued improvements and variations in availability of materials, the right is reserved to supply Goods of similar quality which may not correspond exactly with the particulars given.

## 15. Notice

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly

given if sent or delivered to the party concerned..

**16. Assignment**

Neither the Foundation nor the Buyer shall assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior written consent of the other.

**17. Proper Law and Jurisdiction**

The contract shall be governed by and construed in accordance with the law of the Netherlands.

**18. Waiver**

The rights and remedies of the Foundation under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Foundation in asserting or exercising any such rights or remedies.

**19. In case of conflict the Dutch Standard Conditions of Sale are leading. These Dutch Conditions of Sale are filed at the Dutch Chamber of Commerce “Van de Veluwe en Twente”**