

Application from: 1 June 2022
Address: Alexander Fleminglaan, 1, 2613 AX Delft
Chamber of Commerce number: KVK 77824180
VAT: NL861160332B01
Information and contact: purchase@nostics.com

1. Applicability

- 1.1. These purchase conditions ("**the Purchase Conditions**") apply to all agreements, including changes and adjustments thereto, between Nostics (and its group companies) and the other party ("**Supplier**") for the delivery of products, documentation, in whatever form, and the provision of services as well as rights of use ("**Performance and/ or Performance**"), to Nostics. Apart from agreements, the Purchase Conditions also apply to every written order from Nostics in this regard ("**Order**"), any written offer from the Supplier in this regard ("**Quotation**"), as well as any information, price and/or Quotation requested from Nostics from the Supplier, hereinafter separately and/or jointly "**the Agreement**". The Supplier is in any case deemed to have accepted the Purchase Conditions as soon as a first execution has been given to the delivery of Performance.
Deviation from the Purchase Conditions will only take place in written form. General terms and conditions or other (special) conditions of the Supplier or trade association do not apply to the Agreement. Nostics explicitly and integrally rejects these terms and conditions at the first contact between the Supplier and Nostics.
- 1.2. If the Purchase Conditions conflict with provisions of an Agreement, the provisions of the Agreement shall prevail insofar as they are explicitly provided for therein.
- 1.3. "In writing" in these Purchase Conditions also includes digital (electronic) messages.
- 1.4. Should one or more provisions of the Agreement be null and void or invalid in the opinion of the court, only these provision(s) will not apply and the other provisions of the Agreement will remain in force. The parties will enter into consultation to replace the non-applicable provision(s) with a new provision whereby the purpose and scope of the replaced provision will be maintained as much as possible.
- 1.5. Nostics reserves the right to unilaterally change the Purchase Conditions. The amended Purchase Conditions will be sent to the Supplier no later than two months prior to entry into force and or/ placed on the Nostics website.

2. Conclusion of the Agreement

- 2.1. If Nostics places an Order without a prior offer or Quotation from the Supplier, the Agreement will be concluded at the time of acceptance thereof by the Supplier, or if earlier, if the Performance is delivered.

- 2.2. Nostics is entitled, if the Supplier has demonstrably not yet started with the execution of the Agreement, to cancel it. Nostics will reimburse any reasonable and demonstrable costs directly related thereto.
- 2.3. The Supplier is obliged to inform Nostics in writing of errors, incompleteness, and/or contradiction of an Order and/or Agreement before starting the execution thereof so that Nostics and the Supplier can enter into consultation about this and record any changes.

3. Pricing

- 3.1. Agreement The agreed prices are fixed during the entire term of the Agreement.
- 3.2. The agreed prices are in Euro, are exclusive of VAT (unless explicitly stated otherwise), are based on the condition "delivery duty paid" (D.D.P. Incoterms latest version) and include all direct and indirect costs of the Supplier for the Performance to be delivered. Prices are explained on the basis of a specification of costs (such as hourly rates).
- 3.3. Activities and/or costs in any form whatsoever that the Supplier could have foreseen in advance never constitute additional work and will not be reimbursed by Nostics. If there is demonstrable additional work that has consequences for the agreed price and / or delivery time, the Supplier will immediately inform Nostics of this in writing and substantiated. Nostics reserves the right to reject (compensation for) the additional work on the basis of reasonable grounds.

4. Billing and payment

- 4.1. For each (partial) delivery, the Supplier will send an invoice to Nostics by sending a PDF by e-mail, stating the order number, article description, article number, number and price to: Nostics, dept finance: finance@nostics.com
- 4.2. Only correct and complete (with accompanying documentation) invoices in the Dutch or English language will be paid within 30 days of receipt thereof and, if later, after acceptance of the Performance by Nostics.
- 4.3. Nostics has, apart from other rights under the Agreement, the right to set off at any time any (future) claim of the Supplier, whether or not due and payable, against any (future) claim of Nostics against the Supplier.
- 4.4. Payment by Nostics in no way implies a waiver of rights.

- 4.5. Payment of transaction costs, for example to foreign bank accounts, are at the expense of the Supplier.
- 4.6. If Nostics and Supplier agree on advance payment, Supplier will realize a bank guarantee for the prepaid amount, provided by a reputable banking institution, in favor of Nostics.

5. Quality, warranty and maintenance

- 5.1. The Supplier guarantees that the Performance (including the installation/assembly thereof):
 - Is fully in accordance with the Agreement;
 - Meets the requirements and specifications in all respects;
 - Is free of defects;
 - Suitable for the purpose intended by Nostics;
 - Includes all parts, documentation, instruction books, cleaning and sterilization regulations, safety data sheets, auxiliary materials and packaging, which are required for the proper and safe application of the Performance and are in accordance with laws and regulations;
 - Meets the highest requirements of the safety and quality standards or certification applied within the industry; and
 - Complies with legal requirements and other government regulations such as European and national laws and regulations and regulations of local authorities and including regulations regarding CE marking.
- 5.2. The Supplier guarantees a warranty period of at least 24 months for the Performance from the moment of full delivery to Nostics.
- 5.3. The Supplier guarantees that new versions of documentation instruction books, safety data sheets, instructions for use/conditions and auxiliary materials are sent to Nostics without delay. At the first request of Nostics, the Supplier shall send warranty certificates and proofs of accreditation and validation of products from suppliers that relate to the Performance.
- 5.4. The Supplier guarantees to keep spare and consumable parts for the Performance in the European Union for the usual lifetime (assuming circumstances of normal use), and for a minimum period of 5 years after the actual date of delivery or installation) and to deliver them to Nostics on demand.
- 5.5. If the Performance does not meet the requirements as set out in paragraph 1 of this article, the Supplier shall immediately arrange for repair or replacement. The costs for repair or replacement are for the account of the Supplier.

- 5.6. If, after consultation with the Supplier, it must reasonably be assumed that the Supplier cannot or will not take care of repair or replacement, not timely or not properly, Nostics has the right to have repair or replacement carried out itself or by third parties. The costs for this will then be borne by the Supplier.
- 5.7. If repair or replacement does not take place, not timely or not properly, Nostics may decide to proceed to immediate dissolution or termination of the Agreement as described in Article 17 of these Purchase Conditions as well as to claim damage or make use of any other legal or contractual right that belongs to it.
- 5.8. The Supplier is obliged to agree with suppliers that they will provide guarantee certificates and proofs of accreditation with regard to the Performance at the first request of Nostics.

6. Support materials

- 6.1. Materials purchased or manufactured by the Supplier by the Supplier, unused or unprocessed raw materials and auxiliary materials, tools, drawings, models, instructions, specifications, software and other auxiliary materials purchased or manufactured by the Supplier at the expense of Nostics, or become the property of Nostics after payment. Without prior written permission, changes or modifications to Nostics materials are not permitted and may not be used for any purpose other than the agreed purpose.

7. Delivery, risk and ownership

- 7.1. Delivery takes place D.D.P. (Delivered Duty Paid) in accordance with Incoterm's® most recent version, to the address of Nostics in Amsterdam, unless otherwise determined by Nostics in the order confirmation of Nostics. The Supplier shall provide adequate (written) instructions on the operation or use and maintenance of the Performance.
- 7.2. The delivery time and the delivery period are strict deadlines. In the event of late delivery, the Supplier is in default without further notice of default. If the Supplier expects that the delivery cannot take place in time in accordance with the agreements, the Supplier must immediately inform Nostics thereof in writing, stating the circumstances that give rise to this and immediately make a proposal for taking alternative measures, at the Supplier's expense, including the engagement of another supplier. Nostics can refuse these alternative measures proposed by the Supplier and/or take an alternative measure (or have it taken) if it has compelling and reasonable arguments for this. Delayed delivery time does not affect other contractual and legal rights of Nostics.

- 7.3. The ownership and the risk of the Performance passes from the Supplier to Nostics at the time of delivery, and if agreed, at the time of approval by Nostics.
- 7.4. The Supplier guarantees the full and unencumbered ownership, and free from attachments, of the Performance.
- 7.5. The Supplier is not entitled to suspend delivery of the Performance, unless Nostics culpably fails to fulfil (one of) its essential obligations.
- 7.6. If the Supplier and Nostics have agreed on an advance payment by Nostics, Nostics acquires ownership of the Performance and materials, raw materials, semi-finished products ordered for the execution of the Agreement, without the need for a delivery act, at the time of the advance payment. The Supplier is obliged to adequately insure these goods / goods and to store them carefully in such a way that it is visible that they belong exclusively to Nostics.
- 7.7. Nostics is entitled to refuse the delivery of the Performance if the expiration date is too close to the date of delivery. The expiration date must be at least one (1) year after delivery.

8. Packaging and shipping

- 8.1. The Performance must be properly packaged in such a way that it reaches the delivery address without (external) damage. Also, the packaging and marking/stickers must be in accordance with legal regulations and decrees and any additional regulations of Nostics and state the GTN code, expiration date and lot and serial number.
- 8.2. Upon delivery of a Performance, a packing list must be present.
- 8.3. All packaging (except returnable package) about which Nostics has been informed in advance in writing) becomes the property of Nostics upon delivery.
- 8.4. The Supplier is liable for damage as a result of inadequate packaging or packaging that is not in accordance with the Agreement and must take back the defective and / or not in accordance with the Agreement packaged Performance at the request of Nostics and replace it within 2 days without charging costs.

9. Confidentiality

- 9.1. The parties will keep all information that has come to or brought to knowledge in any way about and of the other party and its organization, products and services, strictly confidential, with the exception of relevant information for third parties that are engaged for the execution of the Agreement. The parties will not provide information

about the Performance to third parties, except with the prior written consent of the other Party.

- 9.2. In the event of a legal obligation or court order to provide confidential information, the parties shall immediately inform each other in writing.
- 9.3. The Supplier undertakes towards Nostics to impose the obligations as referred to in this article on those who are charged with the execution of the Agreement on behalf of the Supplier. The Supplier guarantees to Nostics that this obligation will be fulfilled.

10. Intellectual property

- 10.1. The parties shall not use the name of the other party, directly or indirectly, in publications and/or advertisements or otherwise without the prior consent of the other party.
- 10.2. The Supplier guarantees that the use and/or delivery of the Performance by/to Nostics or third parties or the use of the auxiliary materials and documents purchased or manufactured by it on behalf of Nostics will not infringe patent rights, trademark rights, design rights, copyrights, database rights, rights to know-how or any other (intellectual property) rights of third parties whatsoever.
- 10.3. If the Supplier or a third party engaged by the Supplier develops a specific Performance, in whatever form or phase, for Nostics, the intellectual property thereof will be transferred to Nostics in advance through the Agreement. The Supplier will point out to Nostics any (future) intellectual property rights in the context or for the execution of the Performance and fully cooperate to ensure that these rights are transferred to Nostics.
- 10.4. The Supplier indemnifies Nostics against all claims arising from any (alleged) infringement of the rights referred to in 10.2 and 10.3 and will compensate Nostics for all costs and damages that are the direct or indirect result of that infringement, including costs of legal assistance. These obligations continue after termination of the Agreement.

11. Protection of personal data

- 11.1. The Supplier guarantees that all laws and regulations regarding the processing of personal data have been and will be observed. The Supplier shall immediately provide Nostics with requested information in writing in the context of this.
- 11.2. The categories of personal data that Nostics processes under the Agreement are:
 - the names of the data subjects involved in the (conclusion of) the Agreement on

behalf of the Supplier,

- other personal data that the Supplier provides to Nostics.

- 11.3. Supplier and Nostics are obliged to comply with the obligations imposed on them by the General Data Protection Regulation (GDPR) in the execution of the Agreement. More specifically, this means that, among other things:
- personal data are only processed in accordance with and for the purposes of the Agreement,
 - personal data are not processed longer than necessary for the purposes described in the Agreement,
 - all appropriate technical and organizational measures are taken as referred to in Article 32 GDPR to secure and keep personal data protected against loss or carelessness, incompetent or unauthorized processing,
 - personal data are not (or have processed) outside the European Economic Area without the prior written consent of the (co-) responsible party. The (co-) responsible party can use the consent to set conditions to such processing,
 - immediately inform each other in the event of discovery of a data breach regarding the personal data for which the Supplier and Nostics are responsible.
- Notification to Nostics takes place at: legal@nostics.com and to the Supplier at an e-mail address specifically indicated by the Supplier for this purpose.
- 11.4. The Supplier will, if personal data are processed (including viewed) in the context of the execution of the Agreement, conclude a processing agreement with Nostics at the request of Nostics.

12. Inspection and Audit

- 12.1. Nostics can inspect the Performance in advance and has the right to carry out audits (or have them carried out) at the Supplier and/or the subcontractor of the Performance, on a date and manner as determined in consultation with the Supplier.
- 12.2. The Supplier shall grant access to the places where the Performance and/or parts are produced or stored, cooperate with the inspection or audit and provide the necessary or requested documentation and information on its behalf.
- 12.3. If the Performance is rejected in whole or in part during the inspection, Nostics will report this in writing to the Supplier and if Nostics so requests, the Supplier is obliged to deliver the Performance that does comply with the Agreement and/or specifications within three days. If the rejection takes place during or after the Delivery, the ownership and risk of the rejected Performance will pass to the Supplier from the date of the notification of the rejection.

- 12.4. If the Supplier does not retrieve the rejected Performance within 10 working days after the date of the written notification, Nostics has the right to return the Performance at the expense of the Supplier.

13. Recall and disruptions

- 13.1. A recall takes place in connection with a detected deviation in quality, safety and deterioration of the Performance, as a result of which it does not offer the safety and/or operation that can be expected from it. Immediately after the necessity or cause of a recall or the possibility of a defect has become known and also in the event of a message from the Supplier, warning that in certain situations the safety or quality of a method or the Performance is inadequate ("Field Safety Notification"), the Supplier must inform Nostics by telephone and in writing about this. The Supplier must do this no later than 24 hours after becoming known.
- 13.2. When collecting the recalled Performance, the Supplier must immediately provide a suitable replacement Performance without defects.
- 13.3. All costs arising for Nostics from a Safety Notification and recall are for the account of the Supplier.
- 13.4. Nostics is entitled to terminate or dissolve the Agreement in the event of a recall.
- 13.5. The Supplier shall inform Nostics in good time about (problems) with availability of products that are necessary for the Performance and execution of the Agreement as well as disruptions in the supply chain thereof. This notification does not affect all rights that Nostics can assert in this situation.

14. Liability

- 14.1. The Supplier is liable for all damages suffered by Nostics or by third parties as a result of a defect in the Performance and/or as a result of a shortcoming of the Supplier in the fulfilment of the Agreement and/or as a result of unlawful acts or omissions of the Supplier.
- 14.2. The Supplier indemnifies Nostics against claims from third parties (including subcontractors, the tax authorities or social security authorities), under whatever name, in respect of damage suffered and/or overdue payments and/or costs in connection with this Agreement and will, at the first request of Nostics, reach a settlement with those third parties, or procure the defense in court or otherwise, alone or jointly with Nostics – all this at the discretion and approval of Nostics – against claims such as intended for this purpose.

- 14.3. The liability, including costs, of both supplier and Nostics is limited as follows:
- For Performance of which the total value is less than or equal to € 50,000: € 350,000 per event and € 500,000 per series of events and per contract year;
 - for Performance of which the total value is more than € 50,000 but less than or equal to € 250,000: € 1,000,000 per event and € 1,250,000 per series of events and per contract year;
 - for Performance of which the total value is more than € 250,000 but less than or equal to € 500,000: € 1,500,000 per event and € 2,000,000 per series of events and per contract year;
 - for Performance of which the total value is more than € 500,000: € 2,000,000 per event and € 4,000,000 per series of events and per contract year.

Related events are considered as a single event. The limitation of liability as referred to above shall lapse (a) in the event of claims by third parties for compensation as a result of death or injury; (b) in the event of intent or gross negligence on the part of the other Party or of personnel and/or auxiliary persons deployed by the other Party; and/or (c) – with regard to the Supplier's liability – in the event of breach of confidentiality and/or intellectual property rights as referred to in Articles 9.1 and 10.4.

- 14.4. The Supplier shall ensure that it is adequately insured for its liability under the Agreement and for its Performance or other consideration during the term of the Agreement. At the request of Nostics, the Supplier will provide proof of insurance coverage, which shows that the Supplier is adequately insured. The Supplier shall also, on request to Nostics, provide proof of payment of the premiums due in this respect.
- 14.5. Parties exclude any form of indirect and/or consequential damage such as, but not limited to, reputational damage, goodwill and missed business exploitation opportunities.

15. Force Majeure

- 15.1. In case of force majeure, the Supplier shall inform Nostics thereof in writing immediately after the circumstance giving rise to force majeure has occurred, stating the cause of the force majeure. In the event of permanent force majeure on the part of the Supplier or when the force majeure situation has lasted temporarily but longer than fifteen (15) days, Nostics is entitled to dissolve or terminate the Agreement with immediate effect extra judicial, without being obliged to pay compensation for damage and any costs to the Supplier. This paragraph does not affect other legal rights of Nostics, such as the right to compensation.

- 15.2. Force majeure is in any case not understood to mean lack of personnel, strikes, embargo, illness of personnel, shortage of raw materials, transport problems, shortcoming or non-compliance with the obligations by suppliers, malfunctions in the production of the Supplier and liquidity or solvency problems on the part of the Supplier or failure of third parties engaged by it.

16. Bribery

- 16.1. The parties shall not accept or have promised to each other, to any third party, or to each other or to any third party, any gift, reward, compensation or benefit, for themselves or any other party, which may be interpreted as an unlawful practice.

17. Dissolution and termination

- 17.1. Without prejudice to what is otherwise stipulated in the Agreement, the Supplier and Nostics may dissolve and terminate the Agreement in whole or in part by means of a registered letter, extra judicial, without being obliged to pay any compensation to the other party, if the other party is in default or compliance is permanently or temporarily impossible, unless it concerns a shortcoming that, given its special nature or minor importance, does not justify the dissolution / termination.
- 17.2. The Supplier is in default in the following cases without further notice of default or judicial intervention:
- upon application for suspension of payment from the Supplier;
 - in the event of an application for bankruptcy of the Supplier;
 - in the event of seizure of a significant part of the Supplier's assets or the (parts of) the Service to be delivered;
 - in the event of cessation or liquidation or total or partial (indirect) acquisition, merger or an essential change in the control of the supplier's company without prior approval (to which Nostics may attach conditions) for this purpose of Nostics;
 - in the event of bribery as referred to in Article 16 or if it appears that a subordinate of Nostics performs a paid or unpaid additional function with the Supplier at the conclusion of the Agreement without Nostics having been informed of this before the conclusion of the Agreement;
 - if it appears that (implementing) the Agreement constitutes a violation of the sanctions regulations of the United Nations, European Union or any other sanctions regulations applicable to Nostics;
 - when offering the Supplier a private agreement for debt restructuring.

In the above cases, Nostics is entitled with immediate effect, without notice of default or judicial intervention, to dissolve or terminate the Agreement in whole or in part and to suspend the execution of the Agreement. Dissolution or termination of the

Agreement is without prejudice to the right to compensation and other rights and without Nostics being obliged to pay compensation.

- 17.3. Nostics is entitled on the basis of a shortcoming arising from Article 5.6 and if repair or replacement does not take place, does not take place on time or not properly, to dissolve or terminate the Agreement without judicial intervention.
- 17.4. Nostics is at all times entitled to terminate an Agreement prematurely, provided that a notice period of at least three months is observed. As a result of such termination, Nostics is not liable to pay damages to the Supplier.
- 17.5. Obligations which by their nature are intended to continue even after the end of an Agreement, continue to exist after the end of an Agreement.

18. Applicable law and choice of forum

- 18.1. Dutch law is applicable on the Agreement and all agreements arising from it are The application of the 1980 UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.
- 18.2. All disputes arising out of or in connection with this agreement will be resolved by the competent Amsterdam District Court , and if Supplier is established outside the Netherlands, following proceedings in English, before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the Amsterdam court, or if the Supplier is established outside the Netherlands, the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal, and if the Supplier is established outside the Netherlands, Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.

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