

This website is operated by Nostics B.V.

These Terms and Conditions apply to and form an integral part of all quotations and offers made by Nostics B.V. and its Affiliates and all acceptances, orders, quotes, requests, support, advice, confirmations regarding the sale of (future) Products and/or (future) provision of Services of Nostics B.V. and its Affiliates to the extent Nostics agrees otherwise in writing.

Nostics B.V ("Nostics")
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Definitions:

Agreement: The Terms, an accepted quote and/or confirmation of an offer by Nostics in writing and/or, a duly executed agreement between Buyer and Nostics.

Buyer: the (potential) end user, distributor, representative and/or importer of a Product and or Service.

Documentation: any document related to the Product such as but not limited to manuals, IFU, safety instructions, cleaning instructions, training instructions.

IFU: information of use, conditions for use.

Nostics: Nostics B.V. and or its affiliates.

Notice: any notice in written form (either electronically or registered letter) to the persons and addresses as detailed in the communication schedule of the Terms and Conditions.

Product: the product offered (either on the website of Nostics or by other means) or substituted by Nostics or its representatives or the product ordered by end user, representative or distributor and any spare part, Software and/or consumable related there to.

Support: advice, explanation, reaction to request of support and or delivery of spare parts and or consumables either online or on site in relation to a Product and/or Services.

Services: training, Software, and upgrades and updates, onsite or online support, repairment and/or advice.

Software: programs, routines, data, procedures, rules, applications and associated documentation pertaining to the operation of a system and/or device.

Terms: these terms and conditions, as may be amended from time to time.

Transaction: quotations and offers and all acceptances, orders, quotes, support, advice, deliveries, making available of Products, confirmations and Agreements regarding the Products and/or provision of Services of Nostics.

1. General provisions

- 1.1. These Terms will apply to any (initiated) Transaction with Nostics and/or for or the benefit of any Buyer.
- 1.2. Any conditions, terms or proposals issued by Buyer whether issued before, during or after issuance of any document by Nostics, or any order or Transaction, are hereby explicitly rejected and disregarded by Nostics, shall be inapplicable to any Transaction between Nostics and Buyer and shall not be binding in any way on Nostics unless explicitly agreed and confirmed in writing by Nostics.
- 1.3. In case any (clause of an) Agreement with Nostics deviates from the Terms such (clause of an) Agreement prevails to the Terms to such extent only.
- 1.4. Nostics may amend the Terms. The (amended) Terms will be made available on the website of Nostics.

2. Offers, Orders and agreement

- 2.1. Nostics offers are open for acceptance within the period stated therein or, if not stated therein, within ten (10) days from the date of the offer. Or, if sooner, before the shipment date. Nostics may withdraw or revoke this offer at any time prior to the receipt by Nostics of Buyers acceptance thereof of.
- 2.2. Any (oral) offers or commitments, will bind Nostics only after and to the extent that Nostics has confirmed them in writing. Any amendment of Buyer to an offer or commitment by Nostics will only bind Nostics if this amendment is accepted and confirmed by Nostics in writing.
- 2.3. An agreement will only be deemed to have been concluded after Nostics has confirmed an order placed by the Buyer in writing or has commenced the execution of that order.
- 2.4. Without prejudice to the provisions laid down in Article 2.2, communication by electronics means, such as email, to the correct Nostics addresses is deemed to be equal to a written statement.
- 2.5. Nostics is at all times entitled to adjustments in the (design and model of) the Products to be delivered and is entitled to substitute Products by equivalent products to improve them or comply with government regulations.
- 2.6. Buyer will be entitled to cancel an order only after receiving written consent from Nostics, which consent may be made subject to conditions of Nostics.
- 2.7. All deliveries are subject to e.g., solvency and timely payment assessment procedures of Nostics. Nostics may, at any time, require additional payment securities such as advance payments or a bank guarantee as a condition to delivery.
- 2.8. Buyer is obliged to keep records that contain all relevant data on the Product and Services including the date of delivery, instalment, test, acceptance, cleaning and repairments and as may be required by law.

3. Prices

- 3.1. Prices in any offer, confirmation or agreement are in Euros, based on delivery Ex-Works Nostics distribution facility (Incoterm latest version) unless agreed otherwise in writing between Nostics and Buyer. Nostics charges the prices as applicable at the time of delivery in accordance with the delivery terms as set out in Article 4. The (purchase) includes standard packaging but excludes taxes (such as) but not limited to Value Added Tax, expenses, duties, or similar levies applicable to the Product and or Services.
- 3.2. Costs for instalment, Services (e.g., tests and training) are not included in the prices of Products unless otherwise agreed by parties in writing.
- 3.3. Nostics shall, in case of recurrent orders, be entitled to adjust prices in the event of increases of more than five (5) percent in cost-determining factors such as fluctuations in exchange rates, raw materials, embargo, labor costs or in the event of government measures or increased export or import tariffs provided that such increases or measures occurred after the conclusion of the agreement and before delivery. In case of an adjustment of the prices, Buyer has the right to terminate the Agreement by written notice within seven (7) days.
- 3.4. Nostics will be entitled to charge costs of any extra packaging separately. The packaging will not be taken back.

4. Delivery and quantities

- 4.1. Buyer will be obliged to take delivery of the Product and Services upon Nostics first request. If Buyer fails to accept delivery, it will be liable for all costs and damages resulting therefrom, including but not limited to the costs of storing and redelivering the Products and Services.
- 4.2. Extra handling charges will be applicable for Legalization, Certification (Chamber of Commerce/Embassy) or RUSH orders.
- 4.3. Nostics agrees to use reasonable efforts to meet the delivery dates quoted or acknowledged by Nostics under the condition that Buyer provides all necessary order and delivery information prior to such date. Delivery times communicated or acknowledged by Nostics are approximate only and Nostics shall not be liable for nor in breach of its obligations to Buyer for any delivery made within a reasonable time before or after the communicated delivery date, unless explicitly agreed upon to the contrary in writing.
- 4.4. In the event of late delivery, Nostics must be declared to be in default in writing. Nostics will be granted a reasonable term of at least thirty (30) working days as of the date of the receipt of notification of default to fulfil its obligations. If such extended term is exceeded, the Buyer`s sole and exclusive remedy is to cancel the affected and undelivered Products and/or Services of the related agreement. In such an event, Nostics will not be liable to pay any damages, unless such damages are direct damages and the consequence of gross negligence or willful misconduct of Nostics executive management.
- 4.5. Nostics shall deliver the Products available in stock and if applicable with a minimum shelf life as confirmed by Nostics in writing.

- 4.6. If delivery of the Products is subject to governmental approvals or an export or import license or otherwise restricted or prohibited, Nostics may suspend its obligations until such license is granted or terminate the respective order without any liability towards the Buyer.

5. Payment

- 5.1. Unless otherwise agreed in writing, the Buyer will pay the entire purchase price and any other charges, or the remainder thereof in the event of advance payment, within 14 days as of the date of the invoice, or any other payment period mentioned in the invoice, by transfer to or deposit into an account indicated by Nostics, without any deduction, discount or set-off. Submission of a complaint will not suspend the Buyer's obligation to pay.
- 5.2. If the Buyer fails to pay within the term of payment indicated on the invoice, Buyer will be in default and all claims of Nostics will become fully due and payable immediately. In that event, Nostics will, in addition to any other rights and remedies Nostics may have under applicable law also be entitled to the statutory trade interest ex article 6:119 a of the Dutch Civil Code in respect of the outstanding amount until the date of payment in full. The amount subject to this agreed statutory interest will be calculated after the end of each year and increased by the interest owed over that year. Nostics may furthermore suspend, delay, or cancel any delivery or any other performance. Such right shall be in addition to any other rights and remedies available under the applicable law. Nostics shall be entitled to claim any (extra) judicial costs and compensation of costs for experts at a minimum of 15% of the amount outstanding for the first amount of Euro two thousand five hundred (2,500) and actual extra judicial costs plus interest for amounts exceeding the first amount.
- 5.3. In the event of overdue payment, of any fee, price or cost, or any default of Buyer, Nostics will be entitled to refuse performance of any Service or delivery of a Product. Such right shall be in addition to any right or remedy available under the Agreement or at law.
- 5.4. Buyer shall not assign any rights or obligations under an Agreement with Nostics without the prior written consent of Nostics. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due by Nostics or its affiliates.

6. Retention of title and ownership

- 6.1. In the event of sale of Products to Buyer, title will pass to the Buyer upon full payment of the purchase price including any interest and/or expenses in respect thereof and (to the extent permitted by applicable law) payment in full of any other Products and or Services Buyer has ordered and or any claim arising from an Agreement. Until title in the Product has passed to Buyer, Buyer shall store the Products delivered under retention of title with due care. Buyer shall not assimilate, analyze, re-engineer, alter, transfer or pledge any of the Products or grant any right or title in the Product to any third party, other than during its normal business, to any third party until full payment of the purchase price and any obligations to

Nostics. Buyer shall ensure that the Products remain identifiable as Products owned by Nostics until full payment of the purchase price and any other (payment) obligations to Nostics.

If Buyer fails in the performance of any obligation towards Nostics, or if Nostics has good reason to assume that Buyer will not fulfil its obligations, Nostics will be entitled to recover the Products delivered under retention of title or to have such recovered at the expense of Buyer.

7. Transfer of risk

- 7.1. As of delivery, in accordance with the applicable Incoterms (ex-Works), the Buyer shall bear all risks of damage to and theft and loss of the Products.

8. Inspection complaints, incidents, vigilance, IFU

- 8.1. The Products delivered must be checked by the Buyer upon receipt at its office with respect to (batch) numbers, documentation, labelling, packaging, and visible defects and inform Nostics of any visible defects and or shortcoming immediately, and in any event within 72 hours after the time that the Buyer could have discovered them, in writing in accordance with the communication framework of these Terms.
- 8.2. The Buyer shall ensure that any malfunction or deterioration in the characteristics and/or performance of a Product and or Service, as well as any inadequacy in the labelling or the IFU and or other Documentation which, directly or indirectly, might lead to or might have led to the death of a subject, user, or other persons or to a serious deterioration in their state of health, is immediately communicated to Nostics in accordance of the Communication Framework of these Terms. A serious deterioration of health is an accident that is life threatening or results in permanent impairment of a body function or permanent damage to a body structure or necessitates medical or surgical intervention to preclude this.
- 8.3. Buyer may not use a Product and/or Service other than as indicated in the IFU. Buyer may not alter, modify, re-engineer or re-design the Product and/or Service.

9. Maintenance and Repair / Technical Services

- 9.1. Nostics may, if confirmed by Nostics, perform technical Services for Products, under conditions as confirmed by Nostics in writing, which Services may be rendered pursuant to a Service Agreement.
- 9.2. In case of a Service Agreement, Nostics will charge the technical services to Buyer at applicable prices agreed upon in the Service Agreement. In case of on-call Services, Nostics will charge the technical Services based on time spent multiplied by the hourly rates of the Nostics service engineer and the cost for materials, spare parts used at list prices and travelling costs plus out of pocket expenses and plus VAT, in case the Product concerns equipment.
- 9.3. It is at Nostics discretion to decide whether maintenance and repair Services are performed on site or by remote maintenance or hotline support. The Buyer shall assist Nostics in the remedy of failures or functional errors during repair and maintenance

Services, as required by Nostics. Prior to the performance of maintenance, the Buyer shall be obliged to ensure that the equipment may be worked on directly without any risk.

- 9.4. To the extent Nostics has developed Software and hardware updates (free of charge) or upgrades (against costs unless agreed otherwise in writing) for the Product, these shall be provided to the Buyer. Nostics and Buyer shall schedule the implementation of updates or upgrades.
- 9.5. All rights of use to the Software remain with Nostics. The Buyer shall not make the Software accessible to third parties.

10. Rights in software, Documentation, and Intellectual Property

- 10.1. Subject to the provisions of these Terms, the delivery and instalment of Products and/or Services and timely payment by Buyer, imply the non-exclusive and non-transferable limited license to Buyer to use the Products and/or Services under any Nostics intellectual property rights to the extent used in accordance with these Terms, the Agreement and the Documentation. To the extent Software and Documentation is embedded or otherwise form a part of the Product or Services, the transfer of title thereof shall only imply the non-exclusive and non-transferable limited license to Buyer only (and not its representatives or any other third party), under Nostics intellectual property rights to solely use such software and Documentation in accordance with the IFU, Terms and/or Agreement.
- 10.2. All intellectual property rights related to the Products and Services delivered by Nostics and any Software, program, ideas, models, designs, Documentation, schedule, sample, analyses, modifications, trade secrets, offers or logo provided or used by Nostics, are owned by Nostics. Any Transaction or communication with Buyer only implies (in the event of an Agreement) the non-exclusive and non-transferable limited license to Buyer to use the Products supplied and Services provided in accordance with the Agreement.
If copyright in the Software is owned by a third party, the license terms of such third party shall apply.
- 10.3. Buyer shall not modify, adapt, alter, translate, or create derivative works from any Software provided by Nostics or attempt to derive the source code. The Buyer shall not assign, sublicense, lease, rent, transfer, disclose or otherwise make available such Software, or merge or incorporate such Software. The Buyer shall not do or not omit to do anything that may damage the rights of Nostics.
- 10.4. Nostics excludes any liability, on whatever legal ground or theory, if Nostics is not:
- promptly notified in writing of any third-party claim that (a part of) the Product (including Software) or Service of Nostics infringes the third party's patent, copyright, trademark, or trade secret and/or
 - if Nostics has not been given the right to control and prepare the defense and settlement of such claim; and/or
 - if Buyer did not strictly adhere to its obligations under this clause II and/or the Documentation.

11. Warranties and disclaimer

- 11.1. Nostics warrants that under normal use of the Products and Services in accordance with the Documentation and instructions for cleaning, repairment and notifications and handling of defects and vigilance in respect of the Products and Services (excluding Software that is not embedded in or delivered with any Products by Nostics or Software that is owned by a third party) as of delivery to Buyer and for a period of twelve (12) months be free of defects and shall be substantially conform with Nostics specifications with respect to the Product and or Service or other specifications as embodied in the Agreement.
- In case of spare parts, for the term of 3 months after repairment by Nostics; In case of consumables (single use products) for the term of 12 months after delivery.
- 11.2. To the extent permitted by mandatory law, this warranty shall extend to Buyer only and not to Buyer`s agents, representatives or third parties. All other warranties are hereby specifically denied by Nostics.
- 11.3. Should Nostics be in default of its obligations under this warranty, Nostics sole and exclusive obligation and Buyer`s sole and exclusive right shall be limited, at Nostics discretion, to (a) repair or (b) provide a replacement of the defective non-conforming Product or Service or (c) provide an appropriate credit for the purchase price thereof.
- 11.4. Without prejudice of the foregoing, any warranty for defects of the Products and/or Services, however, is excluded and Nostics shall have no obligations under any warranty (on whatever legal ground or theory) if Buyer modified, altered, re-engineered the alleged Product or Service, and/or did not use or handle the Product in accordance with the Documentation, vigilance or Post Marketing Surveillance notifications or the defect or non-conformity is found because of (stress) testing, misuse, neglect, improper installation or repair, alteration, storage, transportation or improper handling and or cleaning.
- 11.5. Nostics excludes any liability for the use of open Software.
- 11.6. Should Nostics be in default on contractual obligations, e.g., regarding delivery dates and maintenance and/or repair periods, the Buyer shall set Nostics a reasonable extension period for meeting its obligations. Nostics shall decide whether rework or replacement is supplied. In case of failure, impossibility or unacceptability of rework, the Buyer shall be entitled to terminate the respective agreement prematurely, in accordance with 14.2.

12. Limitation of liability

- 12.1. Nostics excludes any liability to Buyer (inclusive its representatives, officers and or directors) or any third party on whatever legal ground or theory, for any indirect, special, incidental, punitive, special or consequential damages (including, without limitation, loss of profit, loss of goodwill, reputation damage and or loss of business opportunities) and any liability, on whatever legal ground or theory, for damages directly or indirectly related to open-source software.

- 12.2. Nostics excludes any liability, on whatever legal ground or theory for negligence of their executive bodies, legal representatives, employees, or other agents, unless it concerns a violation of essential contractual obligations as defined in clause 11.1.
- 12.3. Without prejudice to 11.2, 11.3, 11.4, 11.5, 12.1, 12.2, 12.3 and 12.4 Nostics aggregate liability arising out of or in connection with performance or non-performance under the Agreement or any Transaction (including but not limited to any obligation to repay an amount received from the Buyer) and any Product and/or Service in any calendar year will not exceed the price received by Nostics from the Buyer in that calendar year for the respective Product or Service, and in case such price is lower, fifty thousand Euro (€ 50.000) and with a maximum of five hundred thousand Euro (€ 500.000) per event, series of events and per year.
- 12.4. The above-stated exclusions and limitations of liability shall be applicable to the same extent in favor of the executive bodies, legal representatives, employees, and agents of Nostics.
- 12.5. Buyer indemnifies Nostics for any third-party claim unless Buyer can demonstrate in writing that the damage and/or claim of the third party cannot be attributed to Buyer/and or the third party or its employees, executive bodies, legal representatives and/or agents.
- 12.6. Any claim of Buyer for damages must be brought and notified to Nostics within 60 days of the event giving rise to any such claim and any lawsuit relative to any such claim must be filed within six (6) months of the date of event giving rise to such claim. Any claims that have been brought or filed not in accordance with the preceding sentence are invalid.
- 12.7. Any limitation or exclusion set forth above in this Section 12 shall apply only to the extent permitted by applicable mandatory law.

13. Force majeure

- 13.1. Nostics shall not be liable for any failure or delay in performance if such failure or delay results from interruptions in the Product manufacturing process or such failure or delay is caused by Force Majeure as defined below and/or by case law. Events of force majeure include any circumstances or occurrences beyond Nostics reasonable control -whether foreseeable at the time of an agreement or transaction or not- and, but not limited to strike, transport problems, fire, lock-out, acts of God, war, embargo, break downs as well as unexpected considerably reduced, delays in the certification process or supply chain, government measures or totally lost availability of raw materials because of a force majeure event. A situation of force majeure must also be deemed to have occurred on the part of Nostics if one or more of the above-mentioned circumstances occurs within the companies of Nostics suppliers and Nostics cannot or could not perform its obligations, or cannot or could not perform such timely, consequently.
- 13.2. In case of a force majeure, Buyer shall have to make a reasonable effort to agree on alternative solutions. Parties shall resume the performance of their contractual duties as soon as this is possible. Should a force majeure event continue for a period of over three (3) months, or if it is foreseeable that it will continue for over three months, each party shall be entitled to terminate the respective agreement.

14. Term and Termination

- 14.1. Nostics shall be entitled to terminate the Agreement with immediate effect if Buyer violates or breaches any provision of the Agreement and, if a violation is capable of being remedied, such violation is not remedied by the Buyer within 30 (thirty) days despite a written notice of default of Nostics. As regards payment obligations, the final date for supplementary performance is fourteen 14 (fourteen) days.
- 14.2. The Buyer shall be entitled to terminate any Agreement by written notice under the circumstances as described in Clause 11.5 of these Terms.
- 14.3. In addition to the other termination rights in this Clause 14, each party shall be entitled to terminate an agreement with immediate effect, if the other party becomes or is deemed to be insolvent or unable to pay its debts or a petition is presented or meeting convened or resolution passed for the purpose of winding up the other party or the other party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver or administrator appointed over all or any part of its assets or the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction.

15. Confidentiality

- 15.1. All technical, commercial, organizational, research and financial data, models, processes, SOPs, trade secrets, developments, assays, software, drawings, and know-how and show-how disclosed by Nostics to Buyer, either orally or in writing, is confidential information of Nostics. Buyer may not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by Nostics and the Buyer in writing.

16. Miscellaneous

- 16.1. In case any provision in the Terms shall be held invalid, illegal or unenforceable by a court of competent authority or by any future legislative or administrative action, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. For any such provision held unlawful or unenforceable, there shall be substituted a provision reflecting the original intent of the clause to the extent permissible under applicable law.
- 16.2. The failure of either party to exercise any right or remedy arising from the Agreement shall not operate as a waiver thereof.
- 16.3. Nostics and Buyer agree to adhere to national laws on prevention of bribery.

17. Applicable law and place of jurisdiction

- 17.1. This Agreement and any ensuing agreement shall be governed by Dutch law with exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 17.2. All disputes arising out of or in connection with these Terms or any Agreement with Nostics, including action for interim and protective measures available under Dutch laws, will be resolved by the District Court in Amsterdam. To the extent Buyer is

situated outside the Netherlands, the proceedings shall be followed in English before the Chamber for International Commercial Matters (Netherlands Commercial Court or NCC) of the District Court in Amsterdam.

An action for interim measures, including protective measures, available under Dutch law shall be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English as well.

18. Waste of Electrical and Electronical Equipment (WEEE).

18.1. The Buyer shall:

Be responsible for financing the collection, treatment, recovery, recycling and environmentally sound disposal of (i) all WEEE arising or deriving from the Products and (ii) all WEEE arising or deriving from Products already on the market where such products are to be replaced by the Products and such Products are of an equivalent type or are fulfilling the same function as that of the Products.

Comply with all additional obligations placed upon the users by the WEEE regulations by virtue of the Buyer accepting the responsibility.

19. Processing of personal data: Data Protection

19.1. Both Buyer and Nostics (either Receiver or Provider of personal data) are considered as data controller in the context of the Applicable Data Protection Legislation for the exchanging of personal data in the framework of a Transaction and/or on Agreement and shall comply with all Applicable Data Protection Legislation in relation to their obligations under these conditions, in particular the European Regulation 2016/679 of 27 April 2016 called the General Data Protection Regulation (or GDPR).

19.2. By signing this Agreement, the Receiver acknowledges, understands and accepts that Provider and its associated entities, will process (including, but without limitation, collecting, storing, using, transferring, or disclosing) any personal data submitted by the Receiver in the framework of this Agreement, or that such processing may be carried out on behalf of the Provider by third parties as further detailed in the Privacy notice of Nostics [\[DEEPLINK WEBSITE\]](#)

19.3. Buyer undertakes to inform its representatives/contact persons or any other person whose personal data are provided to Provider (the “data subjects”) about the data processing under a Transaction and/or Agreement.

19.4. Buyer will only hold the personal data for as long as it is necessary for the purposes described above. These data will be retained if necessary to perform an Agreement.

19.5. For privacy related questions, notification data leak and signals please contact: legal@nostics.com

Communication Framework:

Subject Item	Department	Form
Serious event	Regulatory and supply	e-mail: legal@nostics.com

Legal notices	Supply and legal	e-mail: legal@nostics.com and registered mail to the address of Nostics
Minor defects (packaging, labelling, quantities)	Customer Support	e-mail: support@nostics.com
Other	Customer Support	e-mail: support@nostics.com

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