

TERMS AND CONDITIONS OF COMMERCIAL SALE OF SUPERSETON B.V.

1. OFFER, CONFIRMATION OR AGREEMENT

These terms and conditions of sale of SuperSeton B.V. (the "Terms and Conditions") apply to and form an integral part of all quotations and offers made by SuperSeton B.V. ("SuperSeton"), all acceptances, acknowledgements and confirmations by SuperSeton of any orders by any natural person, partnership, legal person and other entity ("Buyer"), any agreements ("Agreements") regarding the sale by SuperSeton and purchase by Buyer of goods ("Products") and any deliveries (including subsequent deliveries) by SuperSeton to Buyer, unless and to the extent SuperSeton explicitly agrees otherwise.

Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by SuperSeton setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by SuperSeton, and any such terms shall be wholly inapplicable to any sale and delivery (including subsequent sales and deliveries) made by SuperSeton to Buyer and shall not be binding in any way on SuperSeton.

SuperSeton's offers are open for acceptance within the period stated by SuperSeton in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by SuperSeton at any time prior to the receipt by SuperSeton of Buyer's acceptance thereof.

Any samples, drawings, descriptive matter or advertising issued by SuperSeton and any descriptions of the Products contained in SuperSeton's brochures or on her website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the contract or have any contractual force.

2. PRICING

Prices in any offer, confirmation or Agreement are in Euros, based on delivery in the EU under DAP and outside the EU under FCA (INCOTERMS 2010) unless agreed otherwise in writing between Buyer and SuperSeton and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products. SuperSeton will add taxes, duties and similar levies to the sales price where SuperSeton is required by law to pay or collect them and these will be paid by Buyer together with the price. Only the price quoted in SuperSeton's quotations or offers will apply.

3. PAYMENT

- (a) Unless agreed otherwise between SuperSeton and Buyer in writing, SuperSeton may invoice Buyer for the price of the Products delivered upon delivery of the Products in accordance with the applicable INCOTERM. Payment is due within fifteen (15) days of date of invoice unless agreed otherwise between SuperSeton and Buyer in writing. All payments shall be made to the designated SuperSeton bank account. No discount applies for early payment unless agreed to in writing by SuperSeton. In addition to any other rights and remedies SuperSeton may have under applicable law, interest will accrue on all late payments at the rate of eight percent (8%) per annum or the applicable statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full. An administration fee of for late payment will also be incurred at 5% of the invoice value with a minimum of EUR0 50.
- (b) All deliveries of Products agreed to by SuperSeton shall at all times be subject to credit approval of SuperSeton. If, in SuperSeton's judgment, Buyer's financial condition at any time does not justify production or delivery of Products on the above payment terms, SuperSeton may require full or partial payment in advance or other payment terms as a condition to delivery, and SuperSeton may suspend, delay or cancel any credit, delivery or any other performance by SuperSeton.
- (c) In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, SuperSeton shall have the right to refuse performance and/or delivery of any Products until payments are brought current and SuperSeton may suspend, delay or cancel any credit, delivery or any other performance by SuperSeton. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

4. DELIVERY AND QUANTITIES

- (a) SuperSeton will deliver the Products in the EU under DAP and outside the EU under FCA (INCOTERMS 2010) at the location agreed with Buyer. Products shall be delivered in the number and at the date and time agreed with Buyer. Delivery dates communicated or acknowledged by SuperSeton are approximate only, and SuperSeton shall not be liable for, nor shall SuperSeton be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. SuperSeton agrees to use commercially reasonable efforts to meet the

- (b) delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the such delivery date.
- (b) SuperSeton will deliver Products with at least a three (3) months period between delivery date and expiration date as mentioned on (the packaging) of the Products.
- (c) Buyer shall inspect the Products upon delivery and has 48 hours from delivery in which to claim the Products are incomplete or not in conformance with the Agreement (damaged packaging or Products missing).
- (d) Buyer will give SuperSeton written notice in case of failure to deliver and thirty (30) days within which to cure. If SuperSeton does not deliver within such thirty (30) day period, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement.
- (e) Title in the Products shall pass to Buyer upon payment in full of the purchase price in respect thereof. Risk of loss or damage in the Products shall pass to Buyer upon SuperSeton's delivery in accordance with the applicable INCOTERMS.
- (f) In the event SuperSeton's production is curtailed for any reason, SuperSeton shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Agreement, as the case may be.

5. FORCE MAJEURE

SuperSeton shall not be liable for any failure or delay in performance if:

- (i) such failure or delay results from interruptions in the Product manufacturing process; or
- (ii) such failure or delay is caused by Force Majeure as defined below or by law.

In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without SuperSeton being responsible or liable to Buyer for any damage resulting therefrom.

The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond SuperSeton's reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which SuperSeton cannot reasonably be required to execute its obligations including force majeure and/or default by one of SuperSeton's suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by SuperSeton to extend for a period of three (3) consecutive months), SuperSeton shall be entitled to cancel all or any part of the Agreement without any liability towards Buyer.

6. LIMITED WARRANTY AND DISCLAIMER

- (a) SuperSeton warrants that under normal use in accordance with the applicable written instructions for use the Products shall, at the time of delivery to Buyer and until the expiration date as mentioned on the (packaging of the) Products, be of satisfactory quality and be free from defects in design, material or workmanship and shall conform in all material respects to SuperSeton's specifications for such Products. SuperSeton's sole and exclusive obligation, and Buyer's sole and exclusive right, with respect to claims under this warranty shall be limited, at SuperSeton's option, either to the replacement of a defective or non-conforming Product(s) or to an appropriate credit for the purchase price thereof. SuperSeton will have a reasonable time to replace or credit. The terms of these Terms and Conditions shall apply to any replacement Products supplied by SuperSeton.
- (b) Buyer will inform SuperSeton in case of a claim under the above warranty. Where a warranty claim is justified and the Product(s) is or are being replaced, SuperSeton will send at its costs replacement Product(s) to Buyer
- (c) Notwithstanding the foregoing, SuperSeton shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the written instruction for use, use after the expiration date, neglect, or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling. Buyer shall indemnify SuperSeton in the event of a third party claim resulting from the Buyer's or its personnel misuse of the Products or use of the Products other than as set forth in the written instruction for use.
- (d) The express warranty granted above shall extend to Buyer only and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by SuperSeton.
- (e) SuperSeton accepts no liability whatsoever for any medical decisions or medical treatments. Decisions, analysis and patient treatments will at all times remain the full responsibility of Buyer and its personnel or, insofar as applicable, other persons taking medical decisions or performing medical treatment.
- (f) Subject to the exclusions and limitations set forth in Section 8 of the Terms and Conditions, the foregoing states the entire liability of SuperSeton in connection with defective or non-conforming Products supplied hereunder.

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7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- (a) SuperSeton, at its sole expense, shall: (i) defend any legal proceeding brought by a third party against Buyer to the extent that the proceeding includes a claim that Products as furnished by SuperSeton under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold Buyer harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.
- (b) SuperSeton shall have no obligation or liability to Buyer under Section 7 (a) above (1) if SuperSeton is not: (i) promptly notified in writing of any such claim; (ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) given full reasonable assistance and cooperation by Buyer in such investigation, preparation, settlement and defense; (2) if the claim is made after a period of one (1) year from the date of delivery of the Products.
- (c) If the Products are, or in SuperSeton's opinion are likely to become, the subject of a claim of infringement as referred to under Section 7 (a) above, SuperSeton shall have the right, without obligation and at its sole option, to: (i) procure for Buyer the right to continue to use the Products; (ii) provide replacement Products; (iii) modify the Products in such a way as to make the modified Products non-infringing; or (iv) terminate any Agreement to the extent related to such Products.
- (d) Subject to the exclusions and limitations set forth in Section 8 of these Terms and Conditions, the foregoing states SuperSeton's entire liability and obligation to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

8. LIMITATION OF LIABILITY

- (a) SUPERSETON SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SALE OF ANY PRODUCTS BY SUPERSETON OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES OR COSTS ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY – EVEN IF SUPERSETON HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. SUPERSETON'S AGGREGATE AND CUMULATIVE LIABILITY FOR ANY LIABILITY TOWARDS BUYER INCLUDING PERSONAL INJURY AND DEATH SHALL NEVER EXCEED AN AMOUNT OF TEN PERCENT (10%) OF THE VALUE OF THE RELATED AGREEMENT. COMPENSATORY DAMAGES CLAIMS AGAINST SUPERSETON – WHATEVER THE LEGAL BASIS THEREFOR – SHALL BE EXCLUDED.
- (b) Any Buyer's claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.
- (c) The limitations and exclusions set forth above in this Section 8 shall apply only to the extent permitted by applicable mandatory law.

9. BUYER'S OBLIGATIONS AND CONFIDENTIALITY

- (a) Buyers shall ensure that the terms of the order are complete and accurate.
- (b) Buyer shall be responsible for compliance with applicable laws and safety provisions, in particular in relation to the purchase, admission and operation of the delivered products and agree to comply therewith. Buyer shall indemnify SuperSeton against any and all claims deriving from noncompliance with such provisions by Buyer.
- (c) Buyer warrants that it is and continues to act in accordance with applicable laws. If there is reason to suspect that Buyer is in breach with above obligation, SuperSeton is entitled to terminate the Agreement if it would be unreasonable to SuperSeton to continue the Agreement. In the event of such termination (i) SuperSeton is released from any obligation to execute this Agreement and (ii) Buyer shall indemnify and keep harmless SuperSeton against any and all damages and costs to the extent such damages or costs are based on Buyer's violation of its obligations under this Agreement.
- (d) Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by SuperSeton is the confidential information of SuperSeton. Buyer shall 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 the parties and in conformance with the purchase transaction contemplated herein.

10. EXPORT/IMPORT CONTROLS

If the delivery of Products under the Agreement is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, SuperSeton may suspend its obligations and Buyer's rights regarding such delivery until such license

is granted or for the duration of such restriction and/or prohibition, respectively, and SuperSeton may even terminate the Agreement, without incurring any liability towards Buyer.

Furthermore, if an end-user statement is required, SuperSeton shall inform Buyer immediately thereof and Buyer shall provide SuperSeton with such document upon SuperSeton's first written request; if an import license is required, Buyer shall inform SuperSeton immediately thereof and Buyer shall provide SuperSeton with such document as soon as it is available. By accepting SuperSeton's offer, entering into any Agreement and/or accepting any Products, Buyer agrees that it will not deal with the Products and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

11. ASSIGNMENT AND SETOFF

Buyer shall not assign any rights or obligations under the Agreement without the prior written consent of SuperSeton. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with SuperSeton and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

12. GOVERNING LAW AND FORUM

All offers, confirmations and Agreements are governed by and construed in accordance with the laws of The Netherlands. All disputes arising out of or in connection with any Agreement shall first be attempted by Buyer and SuperSeton to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands, provided that SuperSeton shall always be permitted to bring any action or proceedings against Buyer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any offer, confirmation or Agreement. Nothing in this Section 12 shall be construed or interpreted as a limitation on either SuperSeton's or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

13. BREACH AND TERMINATION

Without prejudice to any rights or remedies SuperSeton may have under the Agreement or at law, SuperSeton may, by written notice to Buyer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:

- (a) Buyer violates or breaches any of the material provisions of the Agreement;
- (b) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer.

Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.

In the event of cancellation, termination or expiration of an Agreement the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

14. MISCELLANEOUS

- (a) In the event that any provision(s) of these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these Terms and Conditions shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these Terms and Conditions, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.
- (b) The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising there from preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.
- (c) SuperSeton shall comply with all EU and statutory provisions concerning any data to be processed, such as the regulations imposed by or pursuant to the Dutch Personal Data Protection Act. SuperSeton shall provide for adequate security of the personal data. Agreements between Buyer and SuperSeton concerning the processing of personal data (including indirectly traceable personal data) will be laid down in a data processing agreement.

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