

Article 1 – General.

1.1 These purchase conditions apply to any order, offer, request or agreement, including *inter alia* instructions to provide services (hereinafter: the 'Order(s)') to which Fresenius HemoCare is the purchaser or the client, unless explicitly stated otherwise by Fresenius HemoCare.

1.2 Any general terms and conditions used by the supplier are not binding on Fresenius HemoCare, unless explicitly agreed otherwise by Fresenius HemoCare.

Article 2 – Agreements and amendments

2.1 An Order shall only be binding on Fresenius HemoCare if it is confirmed in writing to Fresenius HemoCare via an order form, notwithstanding the provision in article 2.2 to 2.5 of these Purchase Conditions.

2.2 An Order is only binding for a period of fourteen days after the date of dispatch or after submission of the order form.

2.3 An agreement is concluded if the Order is acknowledged by Fresenius HemoCare and if the Order has been accepted by the supplier or, in the event of a purchase order of businesses for immediate supply, if the supplier had already started the execution of the Order (hereinafter jointly referred to as the 'acceptance').

2.4 Acceptance of an Order from Fresenius HemoCare by the supplier shall constitute acceptance of these Purchase Conditions as part of the agreement.

2.5 Amendments in the agreement and deviations of these Purchase Conditions are only valid if they have been agreed in writing between Fresenius HemoCare and the supplier.

Article 3 – Inspection.

3.1 Fresenius HemoCare is entitled to inspect or test the goods supplied to Fresenius HemoCare by the supplier fully at the supplier's expense and risk, in order to see whether these goods are in accordance with the obligations and guarantees set out in these Purchase Conditions, the specifications on the order form and everything else agreed between the parties. Whether or not this right is exercised does not affect the guarantees and liabilities of the supplier.

3.2 If, through an inspection as referred to in article 3.1, Fresenius HemoCare ascertains that the goods to be supplied are not in accordance with the provision of article 3.1 or in all probability shall not be in accordance with this provision after completion of the manufacturing, Fresenius HemoCare may demand that the supplier take such measures that the goods shall be in accordance with this provision within fourteen days after Fresenius HemoCare notified the supplier of the findings.

Article 4 – Delivery.

4.1 The supplier shall supply the goods at the time stipulated in the order form, unless explicitly agreed otherwise in writing.

4.2 Unless explicitly agreed otherwise, all goods shall be delivered duty paid at the agreed place of delivery (Incoterms 2000). The goods shall travel at the supplier's risk, who shall arrange insurance to the agreed place of delivery, unless agreed otherwise in writing.

4.3 Unless explicitly agreed otherwise, all costs relating to transport, import and export duties and all other government levies shall be charged to the supplier.

4.4 The kolli mark and the article code must be indicated clearly on the packaging as well as on the packing list and the consignment note.

4.5 As soon as the supplier knows or may reasonably be expected to know that the goods cannot be delivered in time, the supplier shall notify Fresenius HemoCare immediately in writing.

Article 5 – Dispatch and packaging.

5.1 The packaging of the goods must be carried out by the supplier in a proper manner and in accordance with the legal and/or governmental regulations in effect and must be secured in such a manner that they shall reach their destination in good condition through normal means of transport, and that the efficient reception of the goods is possible for Fresenius HemoCare, notwithstanding the provision in article 9 of these Purchase Conditions.

5.2 The goods shall be delivered by the supplier at, or be transported to, the place or places, and in the manner, stipulated in Fresenius HemoCare's order form or agreed at a later date.

5.3 The costs of packaging, treatment, storage, transport and clearance shall be borne by the supplier, unless explicitly stated otherwise by the parties.

5.4 Sending goods on approval shall be entirely at the expense and liability of the supplier, unless agreed otherwise in writing. As such, the supplier must arrange for the insurance of these goods.

Article 6 – Transfer of ownership and risk.

6.1 The ownership of the goods shall pass to Fresenius HemoCare at the time of delivery of the goods with due observance of the provisions set out in article 4, unless explicitly agreed otherwise in writing by the parties.

Article 7 – Payment.

7.1 Payments shall be made by Fresenius HemoCare within 30 days after receipt and approval of the goods, if applicable, and the invoice, unless agreed otherwise in writing.

7.2 The prices are exclusive of VAT and comprise all costs related to the fulfilment of the supplier's obligations.

7.3 Fresenius HemoCare may suspend payment if it finds a failure in the supply and/or a difference between the delivery by the supplier and its related invoice.

7.4 Fresenius HemoCare may offset the amount of the invoice against any amount which the supplier owes to Fresenius HemoCare.

Article 8 – Guarantees.

8.1 The supplier guarantees that:

- a. all goods to be delivered shall be completely suitable for their intended purpose, as made known to Fresenius HemoCare or as arises from the nature of the goods or agreement
- b. the goods are also otherwise free of defects;
- c. the goods are completely in accordance with the Order and any related specifications with regard to, and including but not limited to, its quantity, description and quality;
- d. in all respects, the goods shall be similar to the relevant samples provided or made available by Fresenius HemoCare and/or the supplier
- e. in all respects, the goods, including delivery, packaging, transport etc., shall comply with all the statutory and other governmental regulations in effect;
- f. it is adequately insured against all liabilities resulting from these Purchase Conditions or otherwise pursuant to the statutory and other governmental regulations in effect.

Article 9 – Complaints and goods returned.

9.1 If Fresenius HemoCare ascertains that the goods delivered are not in accordance with the specifications mentioned on the order forms, damaged or lost during the transport or are not in accordance with the guarantees as stipulated in article 8, the supplier shall supply Fresenius HemoCare, if it so requires, with alternative goods that agree with the specifications mentioned on the order forms within ten days or at a date to be specified at the supplier's expense and risk, without prejudice to other rights belonging to Fresenius HemoCare according to the law.

9.2 In the events referred to in article 9.1, Fresenius HemoCare may also return the goods.

9.3 The goods returned shall always be at the expense and risk of the supplier, including, but not limited to, the goods returned as referred to in article 9.2.

Article 10 – Liability.

10.1 Without prejudice to the provision in article 9.1, the supplier shall be liable to all damage in this respect, including, but not limited to, consequential and other types of damage suffered by Fresenius HemoCare, its personnel, its clients and/or third parties.

10.2 The supplier shall fully indemnify Fresenius HemoCare against third-party claims in respect of damage as referred to in this article, including, but not limited to, damage resulting from product liability.

10.3 The supplier shall be liable to, and shall fully compensate, Fresenius HemoCare for all damage, including damage to goods or persons, suffered by Fresenius HemoCare resulting from death or physical injury, consequential damage or any other damage relating to the faultiness of the goods supplied by the supplier, irrespective of the handling or processing of the goods by Fresenius HemoCare or third parties, including, but not limited to, damage resulting from recall steps.

10.4 The supplier shall fully indemnify Fresenius HemoCare against any claims in respect of damage by Fresenius HemoCare's personnel, its clients and/or third parties, with regard to damage referred to in article 10.3, including the damage resulting from product liability.

10.5 Fresenius HemoCare's liability is limited to damage suffered by the supplier that may be directly, fully and demonstrably attributable to Fresenius HemoCare. The damage shall only be eligible for compensation if Fresenius HemoCare is insured for this or could have reasonably been expected to be insured, in view of what is customary in the industry, up to an amount of the insurance payment at most, based on an insurance coverage that is considered normal for the industry.

Article 11 – Intellectual Property Rights and confidentiality.

11.1 If a third party claims the rights against Fresenius HemoCare, the supplier shall indemnify Fresenius HemoCare against any costs required for the defence or the settlement. The supplier shall indemnify Fresenius HemoCare against any damage, direct or indirect, consequential damage which may arise for Fresenius HemoCare as the result of infringement of any third-party intellectual and/or industrial property right.

11.2 The intellectual and/or industrial property rights of Fresenius HemoCare regarding drawings and designs shall remain the property of Fresenius HemoCare. The supplier is obliged to preserve the confidentiality of all that it is aware of in respect of the development and manufacturing of goods for which an Order was placed and other goods that are developed in the company of Fresenius HemoCare, including, but not limited to the know-how, drawings and designs. This information shall remain in the possession of Fresenius HemoCare and the supplier shall not use this information for its own benefit.

11.3 The samples, drawings, designs etc. made available by Fresenius HemoCare may only be used for carrying out the Order and must be returned after execution of the Order.

11.4 Goods developed by the supplier together with, and/or made for, Fresenius HemoCare may only be supplied to third parties after prior written permission from Fresenius HemoCare.

11.5 Moulds and other tools which have been built for Fresenius HemoCare shall remain the property of Fresenius HemoCare at all times. The supplier shall keep Fresenius HemoCare's property in its custody as a borrower.

11.6 It is not permitted to use the Orders placed by Fresenius HemoCare for advertising activities without the written consent of Fresenius HemoCare.

Article 12 – Dissolution.

12.1 Fresenius HemoCare may dissolve the agreement with the supplier without judicial intervention if the supplier fails to perform its obligation to Fresenius HemoCare pursuant to these Purchase Conditions, this agreement or any other agreement resulting from this, and if the supplier also fails to comply with a fourteen-day notice of default, unless Fresenius HemoCare provides another time frame.

12.2 Fresenius HemoCare may dissolve the agreement with the supplier without judicial intervention and without notice of default, if:

- a. the supplier temporarily or permanently fails to perform its obligation to supply the goods as described on the order form, including expressly if the agreed delivery time is exceeded;
- b. the supplier cannot meet its contractual obligations as a result of force majeure;
- c. the supplier's voluntary liquidation has been applied or the supplier has been declared to be in liquidation;
- d. the supplier has applied for a (provisional) moratorium of payments;
- e. the supplier has lost control over its property or parts of its property due to attachment or any other reason;
- f. the supplier suspends its operations, in whole or in part.

12.3 In the event of a dissolution of the agreement as referred to in article 12.1 and 12.2 (a), Fresenius HemoCare may return the goods at the expense and risk of the supplier and the supplier shall have to return the payments, which he had already received for these goods, immediately to Fresenius HemoCare.

12.4 In the event of a dissolution as referred to in article 12.1 and 12.2 (a), the supplier must compensate for any direct or indirect consequential damage suffered by Fresenius HemoCare resulting from the partial or full non-delivery or from not delivering the goods in time, as well as from recall steps taken.

Article 13 – Transfer of rights and obligations.

The supplier may not transfer or give as security for third-party claims its rights and/or obligations stemming from any agreement with Fresenius HemoCare, without prior written permission from Fresenius HemoCare.

Article 14 – Rules, environment and safety.

14.1 The supplier and its employees or any third party employed by the supplier must observe statutory health and safety and environmental regulations. Company rules, if any, or environmental, health and safety regulations must also be observed.

14.2 If the supplier is aware or can reasonably be expected to be aware that special measures need to be taken for the transportation, storing, processing and/or use of its product in order to prevent damage to employees' health or to prevent fire and/or explosion, the supplier must notify Fresenius HemoCare in time and as fully as possible.

Article 15 – Applicable law.

15.1 These Purchasing Conditions as well as the legal relationships between Fresenius HemoCare and the supplier are governed by the laws of the Netherlands. Foreign legislation and treaties, including the Vienna Sales Convention (CISG) are excluded.

Article 16 – Dutch text prevails.

In the event of a conflict between the Dutch version of these Purchase Conditions and a translation thereof, the Dutch text shall prevail.

Article 17 – Filing.

These Purchase Conditions were filed with the Chamber of Commerce in Meppel under no. 168260.