

Terms and Conditions of van B-autoclaaf.nl B.V.

1. Definitions

Proposal / Offer	each proposal of B-autoclaaf to enter into an Agreement;
B-autoclaaf	B-autoclaaf.nl B.V. (Chamber of Commerce number: 82372535), being the user of the Conditions;
Services	all (additional) services and/or (technical) activities, of any nature whatsoever, that are carried out by B-autoclaaf, in the widest sense of the term;
Manual(s)	the manual(s) of B-autoclaaf, also including, though not limited to: a. [@];
Client	every natural person acting as a non-consumer, i.e., acting for purposes falling within his business- or professional activity and/or legal entity/-ties to which B-autoclaaf makes an Offer for the delivery of Products and/or the provision of Services and/or that enters into an Agreement with B-autoclaaf;
Service Agreement	a contract for the conducting of maintenance activities on a Product, as stipulated in the quotation;
Agreement	each agreement between Parties regarding the sale/purchase, delivery and maintenance of Products by B-autoclaaf to Client;
Party/Parties	B-autoclaaf and Client or respectively each individually;
Products	the Products to be delivered by B-autoclaaf based on the Agreement to or for the benefit of Client, being matters and/or property rights, including, though not limited to autoclaves;
Written	by letter, e-mail, writ, or in an Agreement;
Validation report	a report that is generated by B-autoclaaf after the testing of an autoclave at the location of B-autoclaaf, whereby the sensors that the autoclave is tested with are ISO-certified and it is tested whether the relevant autoclave meets the standards established for a class-B autoclave. The information stated in the Validation Report counts as compelling evidence between Parties;
Confidential Information	all information that by its nature is confidential or information for which one of the Parties has communicated in Writing that this information should be treated with confidentiality, such as, though not limited to, data, know-how, clients, suppliers, specifications of products, software, samples, designs, products, technology, and processes;

Conditions the present terms and conditions of B-autoclaaf.

2. Scope

- 2.1 These Conditions are applicable to all Offers and Agreements, including, though not limited to, all agreements resulting therefrom and building thereupon.
- 2.2 If the Conditions have been applicable to an Agreement concluded between Parties, they are applicable automatically - without this needing to be separately agreed upon by Parties - to each agreement concluded between Parties subsequently.
- 2.3 The applicability to any Agreement of general or specific conditions applied by Client is expressly rejected by B-autoclaaf, unless and after the conditions referred to have expressly been declared applicable to an Agreement by B-autoclaaf in Writing. Acceptance in this manner of the applicability of Conditions of Client to an Agreement under no circumstance entails that those conditions are tacitly applicable to any Agreement concluded later on as well.
- 2.4 In case of the voidness or annulment by Client of one or more provisions of the Conditions, the other provisions of the Conditions remain fully applicable to the Agreement. Parties will enter into consultations to replace a void or annulled provision of the Conditions by a provision that is valid or non-annullable respectively and that aligns as much as possible with the purpose and tenor of the void or annulled provision.
- 2.5 To the extent an Agreement derogates from one or more provisions of the Conditions, what is established in the Agreement prevails. The other provisions of the Conditions remain fully applicable to the Agreement in such case.
- 2.6 If translations of these Conditions were issued, it applies that the version in the Dutch language prevails over the version(s) in a different language.

3. Offers

- 3.1 An Offer, unless expressly stated otherwise, is non-committal and valid during the term stipulated in the Offer. If the Offer does not indicate a term for acceptance, then the Offer lapses at the latest fourteen (14) days after the date stated in the Offer. It may flow matters such as the nature of the Offer that the expiry date falls sooner.
- 3.2 An Offer accepted by Client within the term of validity can be revoked by B-autoclaaf during five (5) business days after the date of receipt of the acceptance by B-autoclaaf, without this leading to any obligation of B-autoclaaf to compensate any damage that Client may have incurred as a result.
- 3.3 An order granted by Client can be confirmed by B-autoclaaf by way of an order confirmation. If Client has not expressed objections within fourteen (14) days after receipt of the order confirmation against it in Writing to B-autoclaaf, the order as described in the order confirmation is accepted.
- 3.4 If Client provides B-autoclaaf with data or information with an eye on the issue of an Offer, B-autoclaaf may assume the correctness thereof and can base their

Offer thereupon. Client safeguards B-autoclaaf against any third-party claim regarding the use of data or information provide by or on behalf of Client.

- 3.5 A price list or other summary on which prices are listed in a general sense, provided by B-autoclaaf to Client cannot be qualified as a Proposal.

4. Adoption of agreements

- 4.1 With due regard for what is established in the Conditions otherwise, an Agreement is only adopted:

- a) through acceptance by Client of an Offer;
- b) by way of Written order confirmation of an order granted by Client otherwise than based on an Offer; or
- c) because B-autoclaaf factually implements an order of Client.

- 4.2 Modification of the Agreement is only possible in Writing. All Parties must sign the modification of the Agreement. What is established in this Article applies as an agreement regarding the burden of proof between Parties. An agreement regarding the burden of proof in the sense of article 153 Rv (civil procedures code) and article 7:900 section 3 BW (civil code). By extension, proof can only be provided by way of a Written statement to such effect; other Witten Statements and testimonies with respect to any modification established by way of verbal statements or other behaviour are excluded as evidence.

- 4.3 If one or more articles of the Agreement were to be invalid or not binding in another manner, the validity of the remaining articles of the Agreement is not impaired as a result. This includes in any case a (successful) appeal to the annulment or voidness of the article. The non-binding articles are replaced by provisions that as to the intentions of Parties deviate as little as possible from the relevant non-binding articles or articles interpreted as such.

5. Prices

- 5.1 The price lists distributed by B-autoclaaf in such case are indicative and do not bind B-autoclaaf, unless expressly stated otherwise in writing.

- 5.2 Upon the start of the Agreement, the prices as listed in the Agreement apply.

- 5.3 All prices are listed in Euros and are - unless expressly stated otherwise - exclusive of concomitant costs.

- 5.4 If an agreement is adopted between Parties without a price having been expressly established, then the prices apply between Parties as applied by B-autoclaaf at the time of the implementation of the obligations, regardless of Offers made before or of prices applied before.

- 5.5 B-autoclaaf has the right to modify the price in case an increase in one or more factors that determine the price (such at the discretion of B-autoclaaf) has occurred. Payment of the price increase takes place simultaneously with the payment of the principal sum or the final instalment.

6. Delivery

- 6.1 B-autoclaaf takes care of the transportation of the Products that are delivered to Client on account of the Agreement, unless it is established otherwise in Writing. Client is obliged to enable B-autoclaaf to deliver the Products to Client on the established day of delivery.

- 6.2 The delivery time submitted by B-autoclaaf in the context of an Agreement always regards an indication and as a result never counts as a strict time limit. The overrunning of the established delivery time under no circumstance confers the right to compensation of damages.
- 6.3 B-autoclaaf has the right to deliver an order in batches and to separately invoice the delivered Products.
- 6.4 Delivery occurs 'Delivered At Place (DAP)', in accordance with Incoterms 2020.
- 6.5 B-autoclaaf has fulfilled its delivery obligations if it has offered the relevant Products at the established delivery address.
- 6.6 B-autoclaaf has the right to implement the Agreement in different stages, to deliver the Products in various batches at different times and to separately invoice the part thus implemented.
- 6.7 If Products are missing upon delivery, then Client must report this within seven (7) business days to B-autoclaaf in Writing. In case of a notification after expiry of this term, all rights of the Client lapse.

7. Manuals and maintenance

- 7.1 B-autoclaaf can provide the Client with instructions and manuals, also including, though not limited to, the Manuals.
- 7.2 Client will use the Products with the customary care and in accordance with all instructions of B-autoclaaf and the Manuals.
- 7.3 Client will properly service the Products, keep them clean, and place them in a location that is suitable for them.
- 7.4 Proper maintenance comprises in any event, but is not limited to, the cleaning of the Products once a day.

8. Maintenance subscription

- 8.1 This article 7 only applies in case the Client has established a Service Agreement with B-autoclaaf in Writing, as stated in the Agreement.
- 8.2 A Service Agreement at all times only regards a single autoclave, even if the Service Agreement is related in these Conditions, an Offer, or Agreement to the general term 'Product' or no clarity may pertain regarding in a different manner.
- 8.3 The Maintenance Subscription is concluded for a period as stated in the Agreement and cannot be cancelled by the Client intermediately.
- 8.4 The Service Agreement means that the Client is entitled to one-time periodic maintenance, as clarified in article 9.

9. Periodic maintenance

- 9.1 B-autoclaaf will during the term of the Service Agreement carry out maintenance once a year or twice a year on the Product, depending in what is established in the quotation.
- 9.2 The Client must give B-autoclaaf the opportunity to carry out the maintenance within a reasonable time after B-autoclaaf has contacted Client concerning.
- 9.3 The activities regarding the periodic maintenance comprise (i) control of the proper functioning, inspection of mechanical and electronic parts, (ii) the

cleaning and/or replacement of worn out, defective components, or components that have become less dependable, including, though not limited to, the replacement of the silicon door ring, bacterial filter, and flow valves, to the extent B-autoclaaf deems such repairs or replacements necessary. At the time of the periodic maintenance, the Product is tested for the capacity of air extraction and steam penetration in the kettle of the Product, in combination with the so-called Bowie & Dick test. After execution of the periodic maintenance, B-autoclaaf provides, at the option of B-Autoclaaf, the Client with either a work order of the implemented maintenance activities or a Validation Report.

10. Payment

- 10.1 B-autoclaaf sends Client an invoice for the Products to be delivered and/or the Services to be carried out by B-autoclaaf.
- 10.2 Client pays an invoice within fourteen (14) days after the invoice date, unless established otherwise. Client pays the invoice on the bank account communicated by B-autoclaaf to Client. Decisive for the moment of payment is the moment that B-autoclaaf has received the relevant amount. After the payment has been received by B-autoclaaf, the Product will be sent by B-autoclaaf to the established location.
- 10.3 If the payment of an invoice has not fully occurred within the established term, Client falls into default instantly, without requiring any further default notice, and owes an interest of 1% per month as from the day after the due date of the relevant invoice (unless the statutory commercial interest rate is higher, in which case this case applies), whereby a part of a month counts as an entire month. In addition, all extrajudicial collection costs will in such case be borne by Client, which costs are hereby set beforehand by Parties at, at least, 15% of the outstanding claim, with a minimum of € 150, without prejudice to the authority of B-autoclaaf to claim the actual extrajudicial collection costs if these exceed the former.
- 10.4 If Client is in default with the payment of any invoice as referred to in article 10.3, all other outstanding invoices become instantly payable as well, without requiring any further default notice being required to such effect.
- 10.5 Payments made by Client respectively serve the settlement of costs and interest owed, and subsequently of payable invoices that have been outstanding the longest, even if Client states with the payment that the payment regards a later invoice.
- 10.6 Without prejudice to provisions of mandatory law, the Client does not have the right to suspend his payment obligations vis-a-vis B-autoclaaf and/or to set these off against payment obligations of B-autoclaaf towards Client.
- 10.7 B-autoclaaf has the right to set off all claims on Client against any debt that B-autoclaaf may have to Client, or to (legal) persons affiliated with Client.
- 10.8 All claims of B-autoclaaf on Client become instantly payable in the following cases:
 - a. if after conclusion of the Agreement B-autoclaaf becomes aware of circumstances that give it legitimate grounds to fear that Client will not fulfil his obligations, such at the entire discretion of B-autoclaaf;

- b. in case of the filing for bankruptcy or suspension of payments of Client, the liquidation or bankruptcy of Client.

11. Limitation periods

- 11.1 Any right of Client, on any account whatsoever, vis-a-vis B-autoclaaf in connection with Products delivered, lapses after twelve (12) months after the date on which Client became aware or could reasonably have been aware of the existence of such right and B-autoclaaf has not received any claim from Client before expiry of this term in Writing. The notification as referred to in the previous sentence must describe in a motivated fashion what the claim is based on.
- 11.2 In case a Written claim by Client is reported to B-autoclaaf within the term stated in article 11.1 in connection with Products delivered by it, any legal claim concerning of Client lapses as well if B-autoclaaf has not been sued within a term of four (4) months after the receipt of the relevant Written claim before the court of law that is competent on grounds of article 21.2 of the Conditions.

12. Retention of title

- 12.1 All delivered Products remain the property of B-autoclaaf until the moment that Client has complied with all obligations flowing from or related to (an Agreement(s), including claims in the matter of fines, interests, and costs. Until such time, Client is obliged to keep the Products delivered by B-autoclaaf separate from other matters and clearly identifiable as the property of B-autoclaaf and to properly insure and keep them insured.
- 12.2 In case of a delivery of Products to a Client in a different territory than the Netherlands, with respect to the relevant Products - if and as soon as they find themselves on the territory of the relevant country - as an addition to the retention of title referred to in article 12.1 according to Netherlands Law, a retention of title applies as well as stated in article 12.1 according to the law of the relevant country, under the proviso that with respect to the Agreement otherwise Netherlands Law is applicable exclusively as stated in article 12.1.
- 12.3 For as long as delivered Products are subject to a retention of title, Client may not encumber or dispose of these.
- 12.4 After B-autoclaaf has invoked its retention of title, it may recover the delivered Products. Client allows B-autoclaaf to enter the location where the Products find themselves.
- 12.5 If third parties levy an attachment on the Products delivered under the retention of title or want to establish or enforce rights thereto, then Client is obligated to immediately inform B-autoclaaf accordingly.

13. Force majeure

- 13.1 B-autoclaaf cannot be addressed for compliance, restoral, or compensation of damages in case a shortcoming is the result of force majeure.
- 13.2 In addition to what is interpreted as such in the law and jurisprudence, by force majeure as intended in article 13.1 is understood in any case – therefore not exclusively – a shortcoming as a result of (a) issues with and/or serious disruptions of the production process at suppliers, including utility companies, (b) the non-delivery of necessary materials by third parties, (c) the wilful intent

or gross fault of ancillary persons, (d) work strikes, (e) excessive illness absenteeism on the part of staff, (f) fire, (g) special weather conditions (such as flooding), (h) government measures (both nationally and at an international level), including import and export restrictions, (i) war, mobilization, riots, insurgency, state of emergency, (j) sabotage, (k) traffic stoppages, (l) machine breakdown, (m) a hack of the software or data and/or (n) transport delays.

- 13.3 In case of force majeure, B-autoclaaf has the option to either suspend the implementation of the Agreement until the situation of force majeure has ceased to exist, or to rescind the Agreement completely or in part, whether or not after first having opted for suspension. Client in neither case is entitled to any compensation of damages. If the period during which compliance with the obligations by B-autoclaaf is impossible lasts longer than three (3) months, Client is also authorized to rescind the Agreement partially (for the future), under the proviso that B-autoclaaf is entitled to claim compensation for the activities already conducted in accordance with article 13.4. In case of partial rescission, no obligation to compensate (any possible) damage exists.
- 13.4 If B-autoclaaf upon entry into effect of the force majeure has already complied with its obligations in part or is only able to comply with its obligations in part, it is entitled to such part of the activities conducted and Client is obliged to settle this compensation as if it regarded a separate Agreement.

14. Liability

- 14.1 B-autoclaaf is only liable for damage that Client incurs and that is the result of a shortcoming in complying with the Agreement that is attributable to B-autoclaaf.
- 14.2 The compensation of the damage is limited to the net invoice value of the Products delivered.
- 14.3 B-autoclaaf is exclusively liable for direct damage and is not liable for matters such as:
- a) financial losses, such as - though not limited to - business damage, consequential damage, delay damage, and lost profit;
 - b) damage that has occurred due to the actions or omissions of Client or third parties in violation of the instructions or Manuals provided by B-autoclaaf or respectively in violation of the Agreement and the Conditions;
 - c) damage as a direct consequence of incorrect, incomplete and/or unsound information provided by or on behalf of Client to B-autoclaaf.
- 14.4 B-autoclaaf is no longer liable in any event in case:
- a) the Client or a third party uses the Product inexpertly or inappropriately;
 - b) the Product is stored or serviced incorrectly;
 - c) without the Written consent of B-autoclaaf, the Client or third parties have applied changes to the Product or have tried to apply such;
 - d) other matters have been attached or have been tried to be attached to the Product;
 - e) a Product has been processed or adapted;

- f) damage arisen through the actions or omissions of Client or third parties in violation of instructions provided by B-autoclaaf or respectively in violation of the Agreement and the Conditions;
 - g) damage as a result of incorrect, incomplete and/or unsound information provided by or on behalf of Client to B-autoclaaf; or
 - h) the defect has arisen through or is the result of circumstances that B-autoclaaf cannot exert any influence on, also including, though not limited to, weather conditions (such as, though not exclusively, extreme precipitation or temperatures) and wear.
- 14.5 Client safeguards B-autoclaaf against all claims by third parties on account of damage that has arisen through or in connection with Products delivered by B-autoclaaf, to the extent B-autoclaaf were not to be liable for such damage vis-a-vis Client either.

15. Acceptance and warranty

- 15.1 After delivery of the Product, B-autoclaaf provides Client with a Validation Report regarding the results of the Product.
- 15.2 The Products and/or Services delivered will be subjected to an acceptance test in any event after fulfilment of the obligations from the Agreement by B-autoclaaf within a reasonable term (being no longer than 14 days after delivery). If Client has not reported defects, including motivation, to B-autoclaaf within said reasonable term after delivery in Writing, the delivered Products are deemed to have been accepted by Client and to meet the requirements and performances set forth in the Agreement, and to correspond with the Agreement.
- 15.3 Other defects on Products delivered and/or Services carried out that are not visible upon delivery must be reported within eight (14) days after the discovery thereof, in Writing and including motivation, to B-autoclaaf, failing which, the Products delivered and the Services conducted are deemed to have been accepted by Client and to meet the requirements and performances set forth in the Agreement and to correspond with the Agreement.
- 15.4 In case a Product does not correspond with the Agreement or manifests a defect and the Client asks B-autoclaaf to comply or to restore the Product, then B-autoclaaf has the option to either restore the delivered Products, to replace them, or to pay compensation of damages (in accordance with article 14). In case restoral activities must occur on the Product, then the Client will send the Product to B-autoclaaf. The costs of the transport and the transport itself are at

the expense and risk of the Client. The restoral activities take place at the location of B-autoclaaf.

- 15.5 Complaints of any nature whatsoever with respect to the implementation by B-autoclaaf of an Agreement do not suspend the payment obligation of Client and can only brought to the attention of B-autoclaaf in Writing.
- 15.6 B-autoclaaf is not subject to any obligation regarding a claim submitted if Client has not timely and fully complied with all his obligations vis-a-vis B-autoclaaf (both financial and otherwise).
- 15.7 Claims regarding Products delivered by B-autoclaaf cannot affect Products delivered before or still to be delivered, not even if these Products to be delivered are or will be delivered under implementation of the same Agreement.
- 15.8 By warranty is intended the prior non-functioning of the autoclave or parts thereof with respect to what may be expected of an autoclave or part thereof normally, whereby the Client must prove that he has fulfilled all his obligations, also including, though not limited to, the correct carrying out of all maintenance activities and the following of all instructions and Manuals.
- 15.9 The warranty on an autoclave is one (1) year and in case the Client has concluded a Service Agreement, two (2) years, from the moment that the autoclave was delivered by B-autoclaaf.

16. Recall

- 16.1 In case of a recall or a different retrieval operation, ordered by the authorities or because B-autoclaaf deems it necessary, the Client will render all assistance and follow all instructions of B-autoclaaf.
- 16.2 In case of a recall in any form whatsoever, Client will not make any statements or utterances to third parties or via his own means of communication (including, though not limited to, the website(s) of the Client or social media) that regard or (directly or indirectly) refer to a Product.

17. Rescission and cancellation

- 17.1 In the following cases, Client falls into default legally and B-autoclaaf has the right, without any further default notice and without judicial intervention, at its own option to either rescind or cancel the Agreement, either or completely or in part, and/or to suspend its obligations on account of the Agreement:
 - a) Client does not or partially does not comply with one or some of his obligations on account of the Agreement;
 - b) Client is in a state of bankruptcy;
 - c) Client has taken the decision to liquidate the enterprise;
 - d) Client ceases his enterprise;
 - e) the enterprise of Client has been immobilised;
 - f) an attachment has been levied to the charge of Client and this attachment is not lifted within thirty (30) days; or
 - g) Client should no longer be deemed capable of complying with the obligations from the Agreement, such at the discretion of B-autoclaaf.
- 17.2 Rescission or cancellation occurs by way of a Written notification to Client.

17.3 Upon rescission or cancellation based on this article, B-autoclaaf is not obliged to provide any compensation of damages. B-autoclaaf in such case does retain the rights falling to it, also including the entitlement to full compensation of damages.

17.4 In case one of the cases as indicated in article 17.1 occurs, all claims that B-autoclaaf may have or acquire on Client will become instantly and fully payable.

18. Transfer

18.1 Client does not have the right to transfer the rights and/or obligations on account of an Agreement completely or in part to a third party, which also includes the establishment of liens. The transfer of rights in the sense of article 3:83 section 2 BW (Civil Code) is excluded. This clause has effect in the field of property rights.

19. Non-disclosure

19.1 The Client is obliged to observe the secrecy of all confidential information that he obtains in the context of the implementation of the Agreement. Information qualifies as confidential if this has been communicated by a Party or if this flows from the nature of the information.

20. Intellectual property rights

20.1 All (intellectual and industrial) property rights, including, though not limited to, copyrights and databank rights, on all Products and/or the results of Services, also including, though not limited to, manuscript, models, drawings, designs, documentation, information carriers, software, devices, and computer programs (in object- and source code), data, and data files, moulds and dies, that are the object of and/or flow from and/or were used upon compliance with the obligations from the Agreement between B-autoclaaf and Client lie with B-autoclaaf.

20.2 If said rights do not lie with B-autoclaaf, Client is obliged upon first request to render all assistance for the transfer of the relevant right to B-autoclaaf.

20.3 The Client hereby waives such personality rights as may have arisen, to the extent legally possible.

21. Applicable law and competent court

21.1 The Conditions, the undertakings flowing therefrom or related thereto (including, though not limited to, related non-contractual obligations) and the choice of court as stipulated in article 21.2 are governed by Netherlands Law.

21.2 All disputes flowing from the Agreement are exclusively submitted to the competent court of law of the district of Overijssel, location Zwolle. This also applies for disputes that are related to the underlying Agreement in any manner, to the extent the relevant agreement does not establish otherwise expressly.