

General terms Medicor Medical Supplies N.V.

1. Scope

Unless otherwise expressly agreed in writing, these terms of sale shall apply to all present and future sales agreements between MEDICOR MEDICAL SUPPLIES N.V. and the customer.

These terms shall be deemed to be known to and have been accepted by the customer. Without prejudice to any application of the '*Algemeen Bestek van de Staat*', no general term set by the customer shall apply or be opposable to MEDICOR MEDICAL SUPPLIES N.V.

Should express, written precedence be given to the customer's terms or to a specific agreement, the following conditions shall continue to apply in addition.

2. Quotations - Orders – Cancellation of orders

The validity of quotations given by MEDICOR MEDICAL SUPPLIES N.V. shall be limited to 30 days.

Orders from the customer shall be regarded as binding. The customer shall not be entitled to cancel them without the written consent of MEDICOR MEDICAL SUPPLIES N.V. Such consent shall be dependent upon the payment of compensation equal to 15% of the price shown in the quotation. MEDICOR MEDICAL SUPPLIES N.V. reserves the right to establish any additional loss.

3. Delivery

1. The delivery date notified by MEDICOR MEDICAL SUPPLIES N.V. shall serve only as an indication and shall not be binding upon MEDICOR MEDICAL SUPPLIES N.V. In no event may any delay in the agreed delivery time give rise to compensation or the rescission of this agreement.

2. Delivery shall always be made ex-works at the registered office of MEDICOR MEDICAL SUPPLIES N.V. even if delivery is provided by MEDICOR MEDICAL SUPPLIES N.V. In such event, MEDICOR MEDICAL SUPPLIES N.V. shall act solely as the customer's agent. All shipping costs shall be borne by the customer. Shipping shall be at the customer's risk.

3. Part deliveries shall always be allowed. MEDICOR MEDICAL SUPPLIES N.V. reserves the right to suspend execution of an order in the event of:

- the customer's account with MEDICOR MEDICAL SUPPLIES N.V. showing a negative balance payable;
- the customer evinces signs of inability to pay or negative solvency.

4. In the event of delivery being refused or if a delay in delivery is a consequence of suspension of an order for which the customer or third party is responsible, storage costs amounting to 15% of the price shown in the quotation, shall be charged to the customer.

4. Prices – Charges – Terms of payment

1. Sales shall be concluded at the price shown in the quotation if the latter is accepted within 30 days. All prices are exclusive of VAT and installation and commissioning costs.

The price shall be liable to increase if, during the period between ordering and delivery, wages or other factors that might affect the price (including tax rates, social security contributions, transport costs, prices of raw material, energy costs, exchange rates, etc), are subject to increase save where the goods are taken up within 30 days of order.

2. Unless otherwise stated in the quotation, all invoices shall be payable in cash. All payments shall be made at the registered office of MEDICOR MEDICAL SUPPLIES N.V.

Invoices that have not been disputed by registered letter within 8 (eight) days of dispatch shall be deemed to be definitive.

The amount of any invoice that remains unpaid on that day shall be increased automatically and without notice of default by both late payment interest amounting to 1% per month and, without notice of default and, subject to a minimum of 50 euros, a fixed indemnification of 15% of the invoice amount. If relevant collection costs are greater, MEDICOR MEDICAL SUPPLIES N.V. may collect same together with the customary interest thereon. MEDICOR MEDICAL SUPPLIES N.V. may replace such interest by interest at the statutory rate. In addition, legal expenses incurred in the collection of outstanding invoices shall be chargeable to the customer.

3. Insofar as the customer does not comply with any term of payment or other obligation, MEDICOR MEDICAL SUPPLIES N.V. shall be entitled to suspend or defer its obligations under other ongoing contracts between the parties. In addition, MEDICOR MEDICAL SUPPLIES N.V. shall be entitled to require the necessary guarantees from the customer. Such guarantees shall act as suspensive conditions of the formation or further performance of the agreement.

4. Late payment of an invoice shall result in other invoices in respect of which a period of credit may have been allowed becoming payable immediately without prior notice of default.

Partial payments shall in the first instance be allocated to the payment of interest, indemnification compensation and any costs, and only thereafter to the outstanding invoice.

5. Any use of notes of hand, cheques or permission to draw bills of exchange in order to cover the agreed price shall in no event be regarded as a replacement for the debt under the original invoice and neither shall it negate any "retention of title", agreement or territorial jurisdiction.

6. The customer shall assign its claim to payment against any third party buyer to MEDICOR MEDICAL SUPPLIES N.V. at the time of order.

5. Complaints

1. MEDICOR MEDICAL SUPPLIES N.V. must, on pain of their lapsing, be notified of any complaints connected with quantities, deficient quality or non-compliance on delivery (in the event of visible defects) or within 8 (eight) days of discovery thereof (in the event of latent de-

fects). This must be done by registered letter giving all relevant details including the order and invoice numbers in the absence of which MEDICOR MEDICAL SUPPLIES N.V. may regard any complaint as inadmissible.

2. Complaints must in any event be reported within 6 months of the delivery date or any other time stated in the quotation.

3. If the complaint is well-founded, MEDICOR MEDICAL SUPPLIES N.V.'s liability shall be limited to replacing the products that appear to be defective free of charge. The customer expressly acknowledges that no other loss, including any indirect loss, may be recovered from MEDICOR MEDICAL SUPPLIES N.V.

4. Notification of complaints shall not entitle the customer to defer or suspend payment of the price, even in part, nor to cancel the entire order or delivery.

5. MEDICOR MEDICAL SUPPLIES N.V. does not warrant the quality of its products in the event of abnormal use, poor maintenance, modification of the goods by the customer, or dismantling or repair by an unqualified person.

In any other event the equipment, with the exception of consumables and wearing parts, is warranted to be free of all manufacturing defects for a period of 12 months from the taken from the availability of the goods being reported subject to notification of complaints as stated above. This warranty shall cover the replacement of parts and labour costs in MEDICOR MEDICAL SUPPLIES N.V.'s workshops.

The costs associated with dismantling the equipment in order to determine the cost of repairs shall in any event be borne by the customer. Such costs shall in any event be limited to 5 % of the purchase price of the equipment subject to a minimum of 1,500 euros.

6. Default by the customer

In addition, MEDICOR MEDICAL SUPPLIES N.V. may, without prejudice to its right to compensation of 30 % of the invoice amount as indemnification for expenses and loss of profit without being required to supply proof of the existence or extent of its loss, regard the contract as rescinded in its entirety or terminated insofar as it has not yet been performed if a demand sent by registered letter remains unmet for a period of 15 days.

MEDICOR MEDICAL SUPPLIES N.V. reserves the right to demand performance of the agreement or to demonstrate any greater loss to it.

7. Act of God

The customer shall in any event bear the risk of acts of god.

Act of God shall mean any event over which MEDICOR MEDICAL SUPPLIES N.V. does not reasonably have any control including, but not limited to, strikes, lockouts, interruptions of transport, acts of war, conflagration, ordinances and provisions of the civil power, unavailability of natural gas and/or other fuels or supplies, difficulties of supply, scarcity of materials or lack of

products indispensable to manufacturing, the demonstrable negligence of suppliers or subcontractors to MEDICOR MEDICAL SUPPLIES N.V. or third parties...

8. Retention of title

All goods shall remain the property of MEDICOR MEDICAL SUPPLIES N.V. until all invoiced amounts including expenses, interest, compensation and any taxation have been paid.

The risk shall be with the customer from the time of the *consensus ad idem* on the terms of the sale (on acceptance of the quotation).

MEDICOR MEDICAL SUPPLIES N.V. expressly reserves the right to recover any goods not paid for wherever they may be without any opposition by the customer.

During this period the customer shall assume the duties and responsibilities of a bailee of the products supplied and consequently undertakes to safeguard them and to insure them against damage, destruction, theft, fire, loss, etc, from any cause. The customer expressly undertakes to inform MEDICOR MEDICAL SUPPLIES N.V. of the location of the goods when first requested to do so and shall also, if so requested by MEDICOR MEDICAL SUPPLIES N.V., place the goods at the disposal of MEDICOR MEDICAL SUPPLIES N.V. at the customer's own risk and expense. Insofar as is necessary, MEDICOR MEDICAL SUPPLIES N.V. is hereby granted an irrevocable power to repossess the goods and to enter the necessary premises for that purpose.

9. Guarantees

Any person or company that places orders on behalf of a third party or with a request that they be invoiced to a third party shall act as a guarantor under the provisions of article 1120 of the Civil Code and shall be personally liable for payment even if MEDICOR MEDICAL SUPPLIES N.V. agreed to such manner of invoicing.

10. Applicable law

All sales contracts between the parties together with these general terms of sale, their formation, interpretation and all other disputes connected therewith, shall be governed solely by Belgian law.

11. Competent courts

Only the courts of the Louvain district shall have jurisdiction to take cognisance of any disputes. MEDICOR MEDICAL SUPPLIES N.V. also reserves the right to commence proceedings before the courts of the customer's domicile.

In accordance with the Brussels I Regulation (Regulation 44/2001), this provision shall also apply to contracts with persons domiciled in the E.U.