

GENERAL TERMS AND CONDITIONS OF SALE

1. AREA OF APPLICABILITY

1.1. Unless explicitly agreed otherwise in writing, the present general terms and conditions of sale (hereafter "General Terms and Conditions") shall apply to all present and future offers, proposals, quotations, orders, sales and purchase agreements (hereafter "Sales Agreement") between DialeX Biomedica BV with registered office at Geilssendomein 8, 6229 GJ, Maastricht, Nederland (hereafter "DIALEX") and the buyer, as mentioned on the order form (hereafter "Buyer"), for goods and/or services as mentioned on any order form. No provision whatsoever, in the Buyer's documents (including its general terms and conditions) is applicable to the sales by DIALEX. By entering into a Sales Agreement with DIALEX, the Buyer declares to have received a copy of these General Terms and Conditions and accepts these General Terms and Conditions.

2. ORDERS AND TERMS OF DELIVERY

2.1. Orders and/or terms of delivery are only valid if accepted by DIALEX in writing. The presumptive delivery date will be agreed upon when the order is placed. DIALEX or its representative will use reasonable endeavours, to deliver the ordered goods or services on time. The Buyer acknowledges that, unless explicitly agreed otherwise in writing, the delivery date for goods or services is indicative. Non-compliance with the indicative term shall not in any event give cause for the cancellation of the Sales Agreement or entitlement to compensation, unless explicitly agreed otherwise in writing. DIALEX may deliver the goods in one or several parts. Unless otherwise agreed upon between the Parties, each part shall constitute a separate contract and shall be invoiced and paid for separately. Each order is personal to the Buyer and cannot be assigned to a third party without DIALEX's written consent. DIALEX may refuse orders from unauthorized persons or from persons not presenting the required professional qualification warranties.

2.2. Accepted orders are binding upon both parties. In case the Buyer cancels an accepted order, the Buyer will be liable to pay liquidated damages to DIALEX in accordance with clause 4.8, without prejudicing DIALEX's right to prove and claim higher damages or to demand that the Sales Agreement has to be respected. The Buyer shall have no right to cancel accepted orders of custom-made goods. In case the Buyer cancels an accepted order of custom-made goods it shall nonetheless be held to pay the purchase price and all additional costs and damages in full. If DIALEX's order confirmation contains any change or addition or differs in any way from the Buyer's order, it shall be binding upon the Buyer unless it notifies DIALEX about its disagreement within 8 days after receiving the order confirmation.

2.3. DIALEX retains the right to suspend the execution of an order if the Buyer's account at DIALEX shows that the Buyer is in default of any payment obligation to DIALEX or its subsidiaries or if the Buyer demonstrates to be insolvent. In the event of a refusal to take possession of an order or if there is a delay in the delivery as a result of a suspension of an order for which the Buyer is directly or indirectly responsible, storage costs will be charged to the Buyer, without prejudicing DIALEX's right to cancel the Sales Agreement.

3. PRICES - TAXES

3.1. The price is as stated in the quotation. Price calculations or offers are indicative and non-binding until accepted by the Buyer (e.g. by placing an order). In no event shall prices confirmed by DIALEX for one order be binding for subsequent orders. These prices are always subject to possible increases if this is a result of the evolution of their fixed and/or variable costs (e.g.: wages and other social security contributions, costs of material, processing costs, energy costs, exchange rates, etc.). The prices exclude transport costs (if applicable), insurance costs, packaging costs, VAT, levies, import and export duties, etc., unless explicitly stated otherwise in writing.

3.2. If the delivery term, the place of delivery, or the circumstances of the delivery change at the request of the Buyer, or if the Buyer has provided incorrect information to this end, DIALEX is entitled to payment of the additional costs incurred. The Buyer cannot set off any of its claims against any debt towards DIALEX (whether or not those debts arise from the purchase of goods or services from DIALEX).

4. PAYMENTS - CREDIT LIMITS - INTEREST - LIQUIDATED DAMAGES

4.1. DIALEX's invoices are payable to DIALEX's designated bank account at the latest on the due date indicated on the respective order or in the relevant invoices, or otherwise within 30 days of DIALEX's invoice. Timely payment is of the essence. The invoice has been settled when the complete amount stated on the invoice has been received on DIALEX's designated bank account as indicated on the front of the invoice. All bank and exchange costs connected to the collection of the amount will be charged to the Buyer. Representatives are not authorized to receive payments. Invoices that are not disputed by registered letter within eight days after their issuing will be considered to have been fully accepted.

4.2. If the Buyer fails to pay in full any invoice by the due date, or fails to pay in full any other payment due to DIALEX under the Sales Agreement and/or these General Terms and Conditions by the due date for payment, then: (a) the Buyer shall pay interest on the overdue amount at the rate of 10% per annum (except that if the legal rate of interest is higher, it shall be applied). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The Buyer shall pay the interest together with the overdue amount; and (b) the Buyer shall pay DIALEX on demand (and within fourteen days of such demand) 10% of the outstanding balance, with a minimum amount of 250.00 EUR for costs associated with amongst other things the collection of the amounts due and with the adverse consequence on DIALEX's cash flow, as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of DIALEX's loss. This paragraph is without prejudice to DIALEX's right to prove and claim any higher damages.

4.3. Late, incomplete or non-payment of one expired invoice will cause all other invoices, for which a particular instalment term has been agreed on, to become immediately payable, without previous notice of default. Interest for late payment is due as from the moment that the non-expired invoices become payable. Liquidated damages may in addition be due in accordance with clause 4.2.(b). Partial payments will firstly be deducted from interest due under clause 4.2, liquidated damages payments due under clauses 4.2.(b) and 4.8 and possible costs and only then from unpaid invoices.

4.4. Any use of promissory notes, cheques or permission to draw a bill to cover the agreed upon price shall never be regarded as a renewal of the debt of the original invoice, nor will it limit or alter any 'right of retention', agreement or territorial jurisdiction.

4.5. In the event that the Buyer has already transferred the goods he purchased from DIALEX to a third party but has neglected to fulfill its obligations towards DIALEX, the Buyer shall be obligated to transfer to DIALEX the claim for payment he has towards his buyer. DIALEX can, at its sole discretion, demand guarantees or warranties from the Buyer at any time (e.g. in the event there are indications of a negative financial position of the Buyer). These warranties or guarantees apply as a suspensory condition for the execution or further performance of the Sales Agreement.

4.6. DIALEX is entitled to suspend or postpone its obligations in connection with other current contracts between the parties to the extent that the Buyer has not complied with a payment condition or other obligation. DIALEX reserves the right to suspend delivery of any goods or services until the Buyer's credit is back within the agreed limits (more specifically, a credit score of more than 50% via Graydon credit check) or until the Buyer complies with such payment condition or other obligation. Delays in payment by the Buyer of (certain advances on) the price may give rise to a proportionate delay in the delivery term.

4.7. In the event of late payment, DIALEX is entitled to cancel the Sales Agreement, or according to DIALEX's choice to request the enforced implementation of the Sales Agreement, all without prejudice to DIALEX's other rights and remedies under these General Terms and Conditions, at law, in equity or otherwise. DIALEX shall be entitled to pick up or demand that the goods be returned at the Buyer's expense and exercise its right to compensation including under clause 4.8.

4.8. Liquidated Damages. If the Sales Agreement / any accepted order is cancelled by the Buyer pursuant to clause 2.2 or by DIALEX pursuant to 4.7 (or pursuant to any other breach by the Buyer), the Buyer shall pay DIALEX on demand (and within fourteen days of such demand) 30% of the outstanding balance as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of DIALEX's loss. This paragraph is without prejudice to DIALEX's right to prove and claim any higher damages.

5. RETENTION OF TITLE

5.1. The delivered goods will remain property of DIALEX until full payment by the Buyer of the price for these goods, as well as interests and liquidated damages, if applicable. If the Buyer has not yet (completely) paid the purchase price, the Buyer will notify third parties (for example a curator, insolvency administrator and creditors) of DIALEX's retention of title by registered letter each time this is required by the circumstances, including but not restricted to the situation wherein a third party is threatening to seize or has seized the goods. The Buyer will inform DIALEX of this immediately by registered letter. The Buyer warrants (if necessary on behalf of a third party (buyer) or holder) that DIALEX shall be notified of the location of the goods at its first request and that they shall be made available to DIALEX again at the expense and risk of the Buyer if DIALEX so requests. For as far as is necessary, DIALEX shall be granted both an irrevocable mandate for repossession, and a mandate to enter the premises for this purpose.

5.2. The risk attached to the sold goods will pass to the Buyer at the moment determined by the applicable Incoterm.

In case the parties did not agree on an applicable Incoterm, the risk attached to the sold goods will pass to the Buyer on delivery of the goods to the carrier. Included herein is the risk in the event of unusual cause, coincident and Force Majeure, or similar circumstances arising from whichever party.

5.3. The Buyer is not entitled to dispose of the goods in the event the related purchase price has not been paid in full.

In the event the Buyer sells or otherwise transfers the goods, in breach of this clause, the Buyer's claim for payment towards its customer shall be automatically assigned to DIALEX, DIALEX hereby accepting such assignment. The Buyer shall inform its customers of the assignment to DIALEX and shall provide to DIALEX all information and documents on the collection of the claims.

5.4. The Buyer shall take appropriate insurance on the delivered goods with a reputed insurance company for damage, losses, depreciation, devastation and theft, and provide DIALEX proof hereof at first request. The Buyer assigns his insurance claims from damage, losses, depreciation, devastation and theft from the goods to DIALEX, DIALEX hereby accepting such assignment.

5.5. As far as this clause concerning the retention of title is not in accordance with other clauses agreed upon between the parties, then this clause shall prevail.

6. PLACE OF DELIVERY

6.1. Delivery will take place according to the applicable Incoterm. In case the Parties did not agree on an applicable Incoterm, delivery will take place at DIALEX's premises (Caetsbeekstraat 1, 3740 Bilzen, Belgium) and all related transport costs, insurances and taxes are payable by the Buyer. The Buyer is obligated to

inspect the goods upon receipt and to exercise its right of recourse against the conveyor within the required time limit.

7. QUALITY REQUIREMENTS AND REPORTING

7.1. The Buyer undertakes to ensure a traceability system of the goods by maintaining suitable record of the goods reference, lot or serial number, quantity and customer information, during at least five (5) years for disposable products and seven (7) years for active equipment.

7.2. The Buyer shall store, handle and transport the goods to its customers in accordance with the product specifications and with the last version of the Good Distribution Practices guideline as published by Eucomed (www.eucomed.be).

7.3. The Buyer must report to DIALEX within two (2) business days, any incident communicated by its customers, end-users or service agents and/or by local authorities involving an injury or potential injury of a patient or user and related to the use of the goods. The Buyer must report by e-mail (info@dialexbiomedica.be) to DIALEX within one (1) business week from being informed, any complaint, malfunction or defect related to the goods communicated by its customers, end-users or service agents.

8. PACKAGING

8.1. Unless particular agreements, ordered goods will be delivered in their original cardboard package. DIALEX reserves the right to modify its goods and packaging without prior notice. Ordered quantities may be modified in order to meet the standard packaging units.

9. DOCUMENTATION AND PRODUCT SPECIFICATIONS

9.1. At written request, the Buyer will receive a copy of the documentation relating to the ordered goods. All specifications and product concepts, as well as all information received from DIALEX (including, without limitation, prices, payment conditions, and terms of the Sales Agreement) are confidential and stay property of DIALEX. They may only be used by the Buyer in as far as necessary for the use of the goods. Reproductions or use of this information for other purposes is punished by law and will be prosecuted.

9.2. DIALEX warrants that the goods will comply with the specifications and that it will comply with all applicable laws and regulations. DIALEX makes no other warranties with respect to the goods. Without limiting the foregoing, DIALEX makes no warranty of merchantability or fitness for a particular purpose or any other implied warranty with respect to the goods.

10. COMPLAINTS

10.1. The Buyer must check if the delivered quantities correspond with the ordered quantities immediately upon receipt of the dispatch. Complaints concerning quantities, (non-)conformity or condition of the delivered goods must reach DIALEX within 5 days after receipt of the dispatch per registered letter and e-mail (info@dialexbiomedica.be) on penalty of expiry of the complaint.

10.2. Complaints about defects must be reported to DIALEX, 5 days after receipt of the goods at the very latest (in the event of visible defects) and 5 days after discovery at the very latest (in the event of hidden defects) by means of a registered letter and e-mail message stating the reason and mentioning all relevant data, amongst others: order and invoice number. Such claims shall be investigated by DIALEX according to its internal complaint handling procedure. DIALEX shall have no obligation to accept complaints if it is received 6 months after delivery. Use or sale of the goods will nullify any liability for DIALEX, except in case of hidden defects if DIALEX was aware of such hidden defects at the moment the Agreement with the Buyer was concluded. If the complaint is justified, DIALEX shall be entitled to decide whether to refund the price for the products in question or to replace these products.

10.3. Complaints and/or disputes of whatever nature, never give the Buyer the right to suspend the fulfillment of its obligations towards DIALEX or the right to cancel the complete order or delivery. Without prejudice to clause 11.1, DIALEX's maximum liability will not ever exceed the price paid for the goods in question.

11. LIABILITY - FORCE MAJEURE - PROVISION OF INFORMATION

11.1. Nothing in these General Terms and Conditions shall limit or exclude DIALEX's liability for any liability which may not be limited or excluded by applicable law. Subject to clause 11.1, DIALEX shall have no liability to the Buyer under or in connection with the order for: (a) the consequences of use of, and any consequences for the user, a third party or its goods resulting from the delivered and/or transported goods, to the extent permitted by law; or (b) any loss of profits, or any indirect or consequential loss or damage howsoever arising (including but not limited to: damage to property, financial loss, loss of profit, personnel costs, damage to third parties, loss of income). The Buyer hereby waives its rights of recourse with regard to DIALEX and/or those appointed by DIALEX and releases DIALEX and/or those appointed by DIALEX from all such liability relating thereto.

11.2. All cases of Force Majeure release DIALEX from its liability for anything related to the non-implementation of its obligations within the established period. In the event of Force Majeure, DIALEX is entitled to suspend the Sales Agreement in as far as it has not yet been carried out either for the duration of the period of Force Majeure or to cancel it without being under an obligation to pay compensation. For the application of these General Terms and Conditions, Force Majeure is taken to mean: every occurrence which is reasonably beyond DIALEX's control, including but not limited to strikes, lock outs, delays or disruptions in transport, acts of war, terrorism, riots, fire, orders, by-laws or regulations from the government or administration, inability to obtain natural gas and/or other fuels, supply difficulties, scarcity of materials or lack of products for manufacture, floods, earthquake, nuclear disaster or events, weather conditions that make the execution of the Sales Agreement temporarily difficult or impossible, breakdown in machinery, mistakes or delays payable by DIALEX's suppliers, acts by third parties, one or more manufacturing mistakes in material from one of DIALEX's suppliers, etc., irrespective of whether these problems occur at DIALEX or the supplier from whom DIALEX obtains goods and without DIALEX being obligated to prove the influence thereof.

11.3. DIALEX does not guarantee the quality of its goods if they are or have been subject to abnormal use, bad maintenance, improper storage or unauthorized repairs by the Buyer or third parties.

12. DATA PRIVACY

12.1. DIALEX shall adhere to all rules of law of the protection of personal data, including the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

12.2. All the information received from the Buyer by DIALEX in connection with the agreement, that relates to an identified or identifiable living individual ("Personal Data") is and will remain the property of the Buyer. The agreement provides the legal basis for the processing of Personal Data conducted in order to enable DIALEX to fulfill its obligations to the Buyer under the agreement. DIALEX only processes Personal Data which is necessary for the purpose of performing of the agreement (e.g. in order to deliver the goods). Upon termination of the agreement, all Personal Data shall be returned to the Buyer and DIALEX shall not keep a copy thereof in any form whatsoever, unless this would be necessary on a specific legal ground.

12.3. DIALEX warrants to take all possible measures and/or actions necessary, in accordance with the industry standards available from time to time, in order to prevent unauthorized access to the Personal Data by any and all third parties, theft of Personal Data, security breach or loss of Data of any kind, whether directly or indirectly and regardless the means usable to gain access.

13. MISCELLANEOUS

13.1. All intellectual property rights in the goods (such as but not limited to all copyrights, trademark, patent rights, trade secrets, trade names, logos and other proprietary rights) are owned by and remain vested in DIALEX. The Buyer is not authorized to use the trade name or any trademark of DIALEX, without written permission thereto.

13.2. The invalidity or non-applicability of one or more of these stipulations does in no way affect the validity of the other conditions. The invalidity or non-applicability of one or more of these stipulations does not in any way constitute a reason for terminating the Sales Agreement.

13.3. The Buyer is not entitled to assign, transfer or subcontract any of its rights and/or obligations under a Sales Agreement, without DIALEX's prior written consent.

13.4. In the event of a dispute over a Sales Agreement between the Buyer and DIALEX, irrespective of its nature and the place of delivery, the Courts of Antwerp, judicial department of Hasselt shall have exclusive jurisdiction, even if it concerns accepted bills which are payable and/or domiciled outside this judicial district. Nevertheless, if DIALEX is the plaintiff, it shall be entitled - at its free choice - to summon before the court having jurisdiction over the Buyer's place of business.

13.5. All our agreements are governed by and construed in accordance with the laws of Belgium, with exclusion of (1) all conflict of laws rules, (2) the UN Convention on the International Sale of Goods (1980), and (3) the NY Convention on the Limitation Period in the International Sale of Goods (1974).

13.6. Without prejudice to any other provision of these General Terms and Conditions, any claims by the Buyer arising out of or in connection with a Sales Agreement or any purchase order will in any event become time-barred after expiration of one (1) year as from the date of delivery of the relevant goods.

13.7. In the event legal rules with mandatory application apply, such rules shall prevail over the application of these General Terms and Conditions, to the extent of their field of application.