

**DUNLEE MEDICAL COMPONENTS  
GENERAL TERMS AND CONDITIONS OF SALE**

**(GRIDS – 3D PRINTED TUNGSTEN PARTS)  
("Conditions of Sale")**

**1. Definitions**

The following terms used in these Conditions of Sale shall have the meaning set forth below:

- Affiliate** any entity which controls, is controlled by or under common control of Koninklijke Philips N.V.
- Customer** The person or entity buying the Products.
- Dunlee** Dunlee Medical Components, a division of Philips Healthcare and acting through Philips Medical Systems Nederland B.V. and its Affiliates.
- Products** certain medical components supplied by Dunlee, including parts and accessories, as specified in the Quotation or supply agreement.

**2. Validity of Quotation and Conditions of Sale**

Any Dunlee quotation for Products (a "**Quotation**") is open for acceptance within the period stated therein, and is subject to change or withdrawal by Dunlee prior to such acceptance. Any purchase orders, whether or not arising from a Quotation, shall be subject to Dunlee's confirmation in writing. These Conditions of Sale shall be applicable to any sale of Products. Any terms and conditions set forth on the Customer's purchase order or otherwise issued by the Customer are hereby rejected and shall not apply to the sale and supply of Products, unless and to the extent expressly stated otherwise in the Quotation.

**3. Prices**

The prices as set out in a Quotation are net of any taxes, including but not limited to value added tax, sales tax, consumption tax and similar taxes, duties, import and export fees, which are imposed by any governmental entity or authority (the "Taxes"). All Taxes on the amounts due hereunder, or which otherwise arise out of or are imposed in relation to the supply of Products, shall be borne by the Customer. Each party shall be responsible for taxes based on its own net income, employment taxes (including any social taxes) of the personnel engaged by it, and for taxes on any property it owns or leases.

**4. Payment**

- 4.1 Unless otherwise specified in the Quotation, Dunlee will invoice the Customer, and Customer shall immediately pay such invoice on receipt in accordance with the agreed payment terms. Dunlee may change credit or payment terms for unfulfilled orders if, in Dunlee's reasonable opinion, the Customer's financial condition, previous payment record, or relationship with Dunlee merits such change. Unless otherwise specified in the Quotation, the Customer shall make payment to the bank account stipulated by Dunlee.
- 4.2 If the Customer fails to pay any amount when due, Dunlee may discontinue the performance of services, discontinue the delivery of the Products and related services, or deduct the unpaid amount from any amounts otherwise owed to the Customer by Dunlee, in addition to any other rights or remedies available to Dunlee. Furthermore Dunlee or its designated representative may, without notice to the Customer, enter any premises in which the Products may be found. In any action initiated to enforce payment by the Customer, Dunlee shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

- 4.3 If the Customer cancels an order prior to delivery and the Customer has a legal right to do so, the Customer shall pay the costs incurred by Dunlee up to the date of cancellation including, but not limited to, the costs of manufacture of the Products, the costs of providing any training, educational or other services to the Customer in connection with the order, a nominal restocking fee, and the costs of returning or cancelling any Products ordered from a third party. In other cases of cancellation, the agreed price shall remain due and payable.
- 4.4 The minimum order value is EUR 400 (four hundred euros). Dunlee reserves the right to reject purchase orders under this amount.
- 4.5 For purchase orders below the value of EUR 1000 (thousand euros), Dunlee reserves the right to charge an administrative fee of EUR 50 (fifty euros).

## **5. Retention of ownership until full payment**

Without prejudice to the transfer of risk in accordance with the applicable delivery terms, Dunlee shall retain title to all Products until the Customer has fulfilled its payment obligations in full. The Customer shall provide all necessary assistance to Dunlee in taking any measures required to protect Dunlee's property rights.

## **6. Delivery**

Unless otherwise specified in the Quotation, Dunlee shall deliver the Products CIP destination, in accordance with the then-current edition of the Incoterms. If Dunlee and the Customer agree any other terms or special shipment methods, additional costs shall be for the Customer's account.

## **7. Technical changes; obsolescence of Products**

Dunlee shall have the right to make changes in the design or specifications of the Products at any time, provided that such change shall not adversely affect the performance of the said Products. During the validity period of a Quotation, Products might become obsolete. In such a situation, Dunlee shall endeavour to provide equivalent replacement Products at similar prices, but shall have no liability whatsoever in the event that no replacement is available.

## **8. Dispatch and delivery date**

- 8.1 Dunlee shall make reasonable efforts to meet any delivery dates quoted or acknowledged, but shall not be liable for failure to meet those dates. In the event that Dunlee cannot despatch the Products to their destination at the date scheduled due to reasons outside Dunlee's reasonable control, Dunlee shall be entitled to store the Products concerned at the Customer's expense and risk. In such case the warehouse receipts shall serve as substitutes for the shipping documents in all respects and the Customer undertakes to reimburse within fourteen (14) days of Dunlee's first demand any and all additional expenses so incurred.
- 8.2 The estimated term needed for dispatch and/or completion of the installation works shall be calculated from the date the advance payment has been received or, if applicable, the date of the bank's advice that the letter of credit and/or other payment instrument agreed upon has been established in conformity with these Conditions of Sale.

## **9. Complaints and returns**

The Customer shall notify Dunlee in writing and shall substantiate any complaints of erroneous despatch and/or apparent damage to the Products supplied within ten (10) days of receipt of the Products, including the date and number of Dunlee's invoice. If Dunlee accepts the complaint as valid, Dunlee shall issue a return authorisation notice and the Customer shall return the relevant Products in accordance with Dunlee's instructions. Any Products returned must be insured and carriage prepaid by the Customer and packed in their original packing.

## **10. Product warranty**

- 10.1 In the absence of any product specific warranty, Dunlee warrants to the Customer the good quality of any hardware Product, for a period of twenty four (24) months from the date of despatch, against defects which appear therein provided that the Product(s) had been subject to proper use and maintenance, and which arise solely from faulty materials or workmanship. This warranty is not applicable to replacement parts, hardware upgrades and / or consumables for which specific warranty conditions apply.
- 10.2 Any Product warranty is made on condition that Dunlee receives written notice of a defect during the warranty period and within ten (10) days of the discovery of the defect by the Customer, and, if so requested, the defective Product or parts have been returned to an address or location stipulated by Dunlee. Such defective parts shall become Dunlee's property as soon as they have been replaced.
- 10.3 Dunlee's obligations under any Product warranty shall be limited, at Dunlee's option, to the repair or the replacement of the Products or a portion thereof, in which case replacement parts shall be new or equivalent to new in performance, or to a refund of a pro rata portion of the purchase price paid by the Customer.
- 10.4 Dunlee's obligations under any Product warranty do not apply to any defects resulting from:
  - (a) improper or inadequate use, maintenance, configuration or calibration by the Customer or its agents;
  - (b) Customer or third party supplied software, interfaces or supplies;
  - (c) use, operation, modification or maintenance of the Products other than in accordance with Dunlee's applicable Product specifications and written instructions;
  - (d) abuse, negligence, accident, loss;
  - (e) damage in transit;
  - (f) unauthorised maintenance or modifications to the Products, including any unauthorised attachment of hardware and software thereto;
  - (g) any damage to the Products caused by an external source regardless of its nature.

## **11. Limitation of Liability/indemnification**

- 11.1 Subject to Section 11.4, the liability of Dunlee and / or Dunlee's representatives for damages whether arising from breach of contract, warranty, negligence, tort or otherwise in relation to the Products is limited to an amount not to exceed the price of the Products giving rise to the liability.
- 11.2 Subject to Section 11.4, neither Dunlee nor its representatives shall in any event be liable for any damages for loss of data, profit, revenue or use, in connection with or arising out of these Conditions of Sale or any resulting agreement, or the functioning or the Customer's use of or inability to use the Products, or for any liability of the Customer to any third party with respect thereto. Neither Dunlee nor Dunlee's suppliers shall be liable for any loss of or inability to use medical or other data stored in goods, including (embedded) software or on other magnetic media, and neither Dunlee nor Dunlee's representatives shall be responsible for reloading data in such event.
- 11.3 Subject to Section 11.4, Customer hereby agrees to indemnify and hold Dunlee harmless from any third party claim howsoever arising out of or in relation to the use of the Products.
- 11.4 Nothing herein shall operate or be construed so as to operate to exclude or limit the liability of a party in respect of death or personal injury arising from that party's negligence or for any other liability which cannot, by applicable law, be so excluded or limited.

## **12. Intellectual Property Right Infringement**

- 12.1 Dunlee shall indemnify, defend and hold the Customer harmless against any claim that the Products directly infringe a third party's intellectual property right, provided that the Customer (a) provides Dunlee with prompt written notice of the claim, and (b) grants Dunlee full and complete information

and assistance necessary for Dunlee to defend, settle or avoid the claim, and (c) gives Dunlee sole control of any defence, settlement, or avoidance of the claim.

- 12.2 The Customer shall not enter into any settlement in connection with any such claim, nor incur any costs or expenses for the account of Dunlee without Dunlee's prior written consent.
- 12.3 Dunlee shall have no obligation to indemnify, defend, or hold Customer harmless for any claim of infringement arising from:
- (a) Dunlee's compliance with the Customer's designs, specifications or instructions;
  - (b) Dunlee's use of technical information or technology supplied by the Customer;
  - (c) modifications to the Products by the Customer or its agents not approved by Dunlee; use of the Products other than in accordance with the Products specifications or applicable written Product instructions;
  - (d) use of the Products with any other product or software if infringement would have been avoided by the use of a current unaltered release of either the Products; or use of the Products after Dunlee has advised the Customer in writing to stop use of the Products in view of the claimed infringement; and
  - (e) Customer not following Dunlee's recommended hardware and software maintenance schedules and instructions and/or not implementing mandatory (safety) actions.
- 12.4 Dunlee shall not be liable for any claim where the damages sought are based directly or indirectly on the quantity or value of products or services generated by means of the Products or based upon the amount of use of the Products regardless of whether such claim alleges the Products or their use infringes or contributes to the infringement of such claim.
- 12.5 In the event that such claim of infringement is made, Dunlee shall have the right, at its option, to (a) procure the right for the Customer to continue using the Products; (b) replace or modify the Products to avoid infringement; or (c) refund to the Customer a pro rata portion of the Products' purchase price upon the return of the original Products.
- 12.6 The indemnities and obligations of Dunlee in this Section shall apply to third party software only to the extent that Dunlee, pursuant to its license agreement or purchase agreement with such third party, is entitled to indemnification for such infringements.
- 12.7 Customer shall not add, remove or change any patent, trademark, copyright of other markings on the Products.
- 12.8 The terms in this Section state Dunlee's entire obligation and liability for claims of infringement and the Customer's sole remedy in the event of a claim of infringement.

### **13. Use and ownership of documents**

All technical information in relation to the Products and their maintenance is Dunlee's proprietary information, covered by Dunlee copyrights and remain Dunlee's property and may not be copied, reproduced, transmitted or communicated to or utilized by third parties without Dunlee's prior written consent. Data including but not limited to illustrations, catalogues, colours, drawings, dimensions, statements of weight and measurements made available as (printed) information are an approximation only and the Customer shall not derive any rights based on these data.

### **14. Export Control and Resale**

14.1 The supply, export or transfer of Products or the provision of installation, maintenance, technical assistance, training, investment, financing or brokering services may be subject to export control laws and regulations, including but not limited to those of the UN, the OSCE, the EU, and the USA, which prohibit or restrict export or diversion of certain products, technology and services to certain countries (the "Export Regulations"). If the delivery of Products, technology or services is subject to the granting of an export or import license by a government or otherwise restricted or prohibited due to Export Regulations, Dunlee may suspend its obligations to the Customer until such license is

granted or for the duration of the restriction or prohibition. In the event that no license can be obtained, or if the restriction or prohibition continues, Dunlee may decide to terminate the relevant order without incurring any liability towards the Customer.

- 14.2 The Customer shall comply in all respects with the Export Regulations and with any export license applicable for the supply of Products or provision of services. The Customer shall impose all export control restrictions to any third party if the Products are transferred or re-exported to third parties. The Customer shall take all actions that may be reasonably necessary to ensure that no purchaser violates the Export Regulations. The Customer shall indemnify Dunlee against any and all direct, indirect and punitive damages, loss, costs (including attorneys fees and costs) and other liability resulting from breach or non-compliance with this Section.
- 14.3 The Customer shall inform Dunlee in writing of any resale or (re-)export of the Products in order to comply with Export Regulations and any other regulatory responsibilities governing the sale of the Products, including but not limited to, requirements on traceability of medical devices, that may apply to Dunlee.

## **15. Confidentiality**

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, electronically or disclosed orally, relating to the Products and business of the disclosing party, its customers, including any pricing information. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own like information, but not less than reasonable care. Each party shall disclose such information only to such of its employees, agents, distributors, representatives and/or subcontractors having a need to know such information to perform the transactions contemplated. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

## **16. Force majeure**

- 16.1 Each party is entitled to suspend the performance of its obligations as a result of any delay or default caused by events beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fires, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, Dunlee's non-availability of any permits, licenses and/or authorisations required, defaults or force majeure of suppliers or subcontractors.
- 16.2 If force majeure prevents Dunlee from fulfilling any order from the Customer or otherwise performing any obligation arising out of the sale, Dunlee shall not be liable to the Customer for any compensation, reimbursement or damages.

## **17. Miscellaneous**

- 17.1 Some newly manufactured Products supplied hereunder may contain selected remanufactured parts equivalent to new in performance. Replacement parts are new or equivalent to new in performance.
- 17.2 If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of bankruptcy, has a receiver appointed, obtains a moratorium on payments (temporary or permanent) or has its assets assigned or frozen, Dunlee may cancel any unfulfilled obligations or suspend performance; however, the Customer's financial obligations to Dunlee shall remain in effect.
- 17.3 If any provision of these Conditions of Sale is deemed to be illegal, unenforceable or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall continue in full force and effect. In substitution for any such provision deemed to be illegal, unenforceable, or invalid, in whole

or in part, a provision reflecting the original intent hereto to the extent permissible under applicable law shall be deemed to substitute the said provision.

- 17.4 Notices or other communications shall be in writing, and shall be deemed served only if delivered personally or if sent, by courier or by mail to the relevant party.
- 17.5 The failure of the Customer or of Dunlee at any time to require the performance of any obligation shall not affect the right to require such performance at any time thereafter.
- 17.6 Without the prior written consent of Dunlee, the Customer shall not transfer or assign any of its rights or obligations hereunder.
- 17.7 The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, or account with Dunlee. The Customer shall not exercise any right of offset in the Quotation or sale in connection with any other agreement, or account with Dunlee.
- 17.8 The English language version of these Conditions of Sale shall be the version which defines the agreement between the parties. Translations into any other language or languages shall be for convenience only and shall not be used to contradict or interpret the English language version.
- 17.9 These Conditions of Sale and any agreement for the supply of Products and related services shall be subject to and construed in conformity with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The competent court of Amsterdam, the Netherlands shall have exclusive jurisdiction in case of any dispute between the parties.