

GENERAL PURCHASE CONDITIONS MED GREEN IMPORT B.V.

1. Definitions

- 1.1 *Med Green Import B.V.*: the private company with limited liability Med Green Import B.V., established in Bleiswijk.
- 1.2 *Supplier*: the contracting party of Med Green Import B.V. in an agreement (including, but not limited to: agreements for the delivery of products and / or services in the broadest sense of the word and agreements for the contracting of work), expressly including the intermediaries engaged by them.
- 1.3 *Intermediaries*: the natural or legal persons who are charged on behalf of the Supplier with the delivery of products and / or services or with the performance of the agreed activities, including: both the employees of the Supplier and third parties engaged by the latter.

2. Applicability

- 2.1. These general purchase conditions apply to all requests, offers, orders and agreements regarding the delivery of products and / or services and the performance of work by the Supplier. The general terms and conditions of the Supplier are explicitly rejected.
- 2.2. Deviations from these general purchase conditions are only valid insofar as expressly and in writing by Med Green Import B.V. accepted and they apply only to the order or agreement to which they relate.
- 2.3. If any provision of these general purchase conditions is null and void or is nullified, the other provisions will remain in full force. Conversion as referred to in Section 3:42 of the Dutch Civil Code will take place with regard to the invalid or voided provisions.

3. Offers, conclusion of agreements, changes, ambiguities

- 3.1. A request for a quotation binds Med Green Import B.V. not. Only orders issued by her in writing are for Med Green Import B.V. binding.
- 3.2. The agreement is concluded if Med Green Import B.V. a written order is placed with the Supplier and this order is sent by the Supplier in writing to Med Green Import B.V. within 14 days. will be confirmed. As long as the Supplier has not yet confirmed the order within this period, Med Green Import B.V. the authority to withdraw the contract. Med Green Import B.V. in that case is in no way liable for damages towards the Supplier or its Intermediaries.
- 3.3. A quotation from the Supplier is irrevocable for a period of 30 days after the Med Green Import B.V. has achieved. In case the invitation of Med Green Import B.V. until the issuing of a quotation entails a different term, the irrevocability of the quotation applies for the duration of that deviating term.
- 3.4. In the case of on-demand agreements, the agreement is concluded each time the order for a (partial) delivery within the framework of the on-demand agreement is made by Med Green Import B.V. sent to the Supplier.
- 3.5. Med Green Import B.V. is at all times authorized to change the scope or composition of any assignment. The supplier is obliged to implement that change, unless it cannot reasonably be expected of him. If such a change is made at a time when the Supplier cannot reasonably be expected to implement it without charging costs or an additional price, the Supplier will provide a written statement within 7 days of receipt of the change statement. of these costs or that surcharge, after which it is to Med Green Import BV is to accept those costs or additional price, or to demand execution of the original assignment (without application of the specified change). If the aforementioned statement is not made within 7 days, Med Green Import B.V. trust that implementation of the change will not entail additional costs or additional costs.
- 3.6. If implementation of the specified change as referred to in Article 3.5 entails a change in the delivery time, the Supplier will do so within 7 days after sending the order or request for change to Med Green Import B.V. inform Med Green Import B.V. is to accept the change in the delivery time, or to demand execution of the original order (without applying the specified change). If the aforementioned notification is not made within 7 days, Med Green Import B.V. trust that the execution of the changed order will not lead to a change in the delivery time.
- 3.7. Supplier who commences the execution of an order without a written order or instruction from Med Green Import B.V. received, does so entirely at your own expense and risk. Med Green Import B.V. is not obliged to make any compensation or payment in this respect.
- 3.8. In the event of errors or ambiguities in the documents preceding the conclusion of the agreement, the Supplier is obliged to Med Green Import B.V. immediately point this out and ask for clarification.

3.9. In the event that the Supplier or its Intermediaries (must) make use of Med Green Import B.V. Specifications, instructions, inspection regulations and the like made available or approved by it, these documents form an integral part of the concluded agreement.

4. Price and price revision, additional and less work, invoicing and payment

4.1. The prices are exclusive of VAT and include all costs related to the fulfillment of the Supplier's obligations. Med Green Import B.V. reserves the right to withhold amounts resulting from attributable shortcomings of the supplier, quality problems, losses and / or other costs with regard to the products delivered from the invoice or payment to the supplier.

4.2. Invoices are only sent after delivery and must be provided with a clear specification, including and, if applicable, an overview of the delivered goods and the necessary data. The invoices must also be provided with a by or on behalf of Med Green Import B.V. receipt signed for approval as proof that the delivery has taken place.

4.3. Unless explicitly agreed otherwise, payment of the invoice (including VAT) will take place within 45 days of receipt of the invoice upon correct delivery. Med Green Import B.V. has the right to reduce the amount of the invoice by amounts that it has become due and payable from the Supplier. The provisions of Article 9.2 apply mutatis mutandis if Med Green Import B.V. proceeds to payment.

4.4. The supplier must serve Med Green Import B.V. to remind you in writing when there are outstanding, overdue invoices. Med Green Import B.V. cannot be held liable in any way for costs arising from overdue payments / invoices.

4.5. Med Green Import B.V. can at all times invoke set-off vis-à-vis both the Supplier and its Intermediaries.

4.6. Med Green Import B.V. does not have to make payment - including advances - if the goods delivered - in terms of numbers and type - do not correspond with what is stated on the invoice, if the invoice does not state the order number or the date of the agreement, as well as if the invoice does not the other information states whether this is not accompanied by the documents that must be sent or included in the invoice on the basis of the concluded agreement.

4.6. If products have not been delivered or services have been performed within the agreed term or at the agreed location and Med Green Import B.V. has already paid advances, the Supplier owes at least the statutory commercial interest on the advances paid during the period that the shortcoming occurs, regardless of whether or not that shortcoming can be attributed to the Supplier.

5. Delivery, fine for late delivery, inspection, packaging

5.1. Unless explicitly agreed otherwise in writing, delivery will always take place DDP (Delivered Duty Paid) in accordance with Incoterms® 2010: at the agreed place of delivery, at the agreed time and within the agreed term. If no delivery address has been agreed, delivery will take place at the address of the usual storage location of Med Green Import B.V. (Van Duijn Coldstore Bleiswijk).

5.2. The agreed delivery period is punctual and fatal. If the delivery term is exceeded, the Supplier will be in default without further notice of default. If the delivery term is likely to be exceeded, the Supplier must immediately inform Med Green Import B.V. in writing, stating the reason for the exceedance. to report. This does not affect the possible consequences of this exceeding.

5.3. If the Supplier does not deliver on time, it is for each day or part of a day by which the delivery term is exceeded, without further notice of default being required, to Med Green Import B.V. a fine of 10% of the gross invoice amount to which the relevant (partial) delivery relates, without prejudice to the claims of Med Green Import B.V. for compensation for damage. The fine does not replace and does not deduct damage on the part of Med Green Import B.V. and does not affect its right to proper fulfillment of delivery.

5.4. Med Green Import B.V. reserves the right to postpone the agreed delivery period indefinitely or for a definite period. In that case, the supplier is obliged to properly package the products, to store them separately and in a recognizable way, to preserve, to secure and to insure them. The reasonably associated costs will be borne by Med Green Import B.V., unless the cause of the postponement cannot be attributed to it or in case of force majeure.

5.5. The Supplier will ensure adequate packaging and security of the products as well as appropriate transport so that the products reach their destination in good condition and can be unloaded. The precautionary and safety measures to be taken by the Supplier must be geared to the nature and characteristics of the products to be delivered.

5.6. Med Green Import B.V. upon receipt, subjects the delivered products to a superficial inspection, in which only the number of packages is counted and, in principle, no packages are opened. The foregoing is a later appeal by Med Green Import B.V. defects to the delivered goods and / or not or not in the way of proper fulfillment. The provisions of Articles 6: 89 and 7:23 of the Dutch Civil Code are excluded.

5.7. The delivery note must in any case state: description (by article type and article number) of the products delivered, the reference number including the order or delivery at Med Green Import B.V. is known and the other specific characteristics described in the concluded agreement.

5.8. Med Green Import B.V. has the right to refuse a delivery or delivery, without being liable in any way to the Supplier, if the Supplier does not comply with one or more provisions from these purchase conditions or from the agreements between Med Green Import B.V. and the agreement concluded by the Supplier.

5.9. Unless otherwise agreed in writing, Med Green Import B.V. no compensation is due for packaging.

5.10. The Supplier will at all times and at its own expense take back packaging, unless Med Green Import B.V. otherwise. Insofar as packaging cannot be immediately taken back, the Supplier will collect it at the first request of Med Green Import B.V. without informing Med Green Import B.V. charge costs.

5.11. In the case of loaner packaging, the supplier must clearly mark it as such. Loan packaging will be provided by the Supplier at the first request of Med Green Import B.V. be taken back from her free of charge.

5.12. Med Green Import B.V. has the right to return packaging at the expense and risk of the Supplier if the Supplier does not collect it within 14 days after a request for return.

6. Transfer of Obligations

6.1 Obligations under the agreement can only be fulfilled by the Supplier after written permission from Med Green Import B.V. transferred to a third party, possibly under guaranteeing the payment of VAT, wage tax and social security contributions, which are prescribed by law.

6.2 In urgent cases and in addition if it must reasonably be assumed that the Supplier will not, not timely or not properly fulfill its obligations under the agreement, Med Green Import B.V. authorized to require that the Supplier outsources the performance of the agreement at its own expense and risk, in whole or in part, to third parties. This does not relieve the Supplier of its obligations under the agreement and applies while retaining other rights or claims that Med Green Import B.V. can derive from a shortcoming.

6.3 The use of Intermediaries is only permitted by the Supplier after the prior and written consent of Med Green Import B.V.

7. Inspection and quality

7.1. Med Green Import B.V. is at all times entitled, but not obliged, to inspect products (or have them inspected) during production, processing and storage as well as after delivery. If the products are wholly or partially rejected during inspection, control or testing, Med Green Import B.V. notify the Supplier of this in writing. In that case, the inspection costs will be fully borne by the Supplier.

7.2. The Supplier will always fully cooperate with an inspection by or on behalf of Med Green Import B.V.

7.3. In the event of rejection of the delivered products, the Supplier is obliged to ensure that these products are repaired or replaced within 5 working days, according to the wishes of Med Green Import B.V. Med Green Import B.V. is entitled to purchase the required products from a third party, or to take measures or have measures taken by third parties, at the expense and risk of the Supplier if the latter does not comply with the obligation to repair or replace within the set term.

7.4. In case of tiered delivery, Med Green Import B.V. assumes that the quality will remain unchanged. Changes in quality must be sent to Med Green Import B.V. in writing. to be made known.

7.5. Med Green Import B.V. has the right to return rejected products at the expense and risk of the Supplier if the Supplier does not collect them within 24 hours after a request for return.

7.6. In urgent cases or if it must be reasonably assumed that the Supplier will not, not timely or not properly arrange for repair or replacement, Med Green Import B.V. the right to have repair or replacement or a cover purchase carried out at the expense of the Supplier.

8. Warranty and conformity

8.1. The supplier guarantees that the delivered goods comply with and have the properties that Med Green Import B.V. on the basis of the agreement and which are necessary for normal use thereof and the presence of which it did not have to doubt, that it complies with the stated requirements, specifications and regulations,

and that it complies with all relevant (statutory or otherwise)) provisions relating to, among other things, quality, environment, safety and health.

8.2. Insofar as the Supplier can claim guarantees from its own suppliers or Intermediaries, the Supplier will transfer these to Med Green Import B.V. upon first request free of charge. To this end, the Supplier will perform all possible actions and cooperation necessary to realize that transfer as soon as possible.

8.3. In case Med Green Import B.V. does not give further or specific requirements for the products to be delivered, these products must at least be of good quality, as well as meet the usual (legal) requirements.

8.4. Products to be delivered by the Supplier must be free of all (special) charges and restrictions, as well as restrictions arising from patents, copyrights or other intellectual property rights, unless Med Green Import B.V. has expressly and unconditionally accepted one or more charges or restrictions in writing.

8.5. The supplier will provide Med Green Import B.V. indemnify at first request against claims from third parties, directly or indirectly arising from non-compliance, late or complete compliance with the obligations referred to in this article, these terms and conditions or in the concluded agreement.

8.6. A guarantee provided by or on behalf of the Supplier will be extended by the period during Med Green Import B.V. or its customer (s) have not put the products in question into use or could not use those products due to one or more shortcomings in the delivered products.

8.7. The Supplier also provides a guarantee in accordance with the provisions of the previous paragraphs on products that - within the framework of the guarantee obligation - are to be replaced or repaired by Med Green Import B.V. whether its customer (s) have been provided, as well as to the other products that are directly or closely related to the products delivered under the warranty for replacement or repair.

9. Transfer of risk and ownership and property Med Green Import B.V.

9.1. At the time of delivery and receipt and signing of the consignment note by Med Green Import B.V. or authorized signatory, the risk and ownership of the delivered goods transfers to Med Green Import B.V. The supplier guarantees that the ownership of the delivered goods is delivered without any retention of title.

9.2. Acceptance and receipt of the delivered by Med Green Import B.V. as referred to in the previous paragraph does not in any way imply a waiver of the right to complain at a later time and does not mean giving up the rights that Med Green Import B.V. due to attributable shortcomings of the Supplier.

9.3. When products from Med Green Import B.V. have been processed in products of the Supplier, there is a new item that is owned by Med Green Import B.V. belongs. From that moment on, the Supplier will keep the products for Med Green Import B.V. and remains fully liable for correct delivery.

9.4. In case of advance payment by Med Green Import B.V. Ownership of the products to be delivered, including the materials from which they are manufactured, is transferred in its entirety to Med Green Import B.V. at the time of that advance payment and regardless of the size of that advance payment. From the moment of payment in advance, the supplier keeps the products for Med Green Import B.V. and remains fully liable for correct delivery. With prepayment, Med Green Import B.V. is entitled to require a bank guarantee or other security from the Supplier, as additional security that amounts paid in advance will be refunded if the Supplier does not or not properly fulfill its obligations.

9.5. In case Med Green Import B.V. for the performance of the agreement, makes products available to the Supplier, including (digital or otherwise) data and data carriers that are not processed as referred to in paragraph 3 of this article, the Supplier is obliged to store those products separately, clearly where - or characteristics as being the property of Med Green Import BV and not to make those products available to third parties or otherwise encumber them or use them for a purpose other than that for which they were provided to the Supplier. The products referred to in the previous sentence must be supplied by the Supplier at the first request of Med Green Import B.V. to be returned to her free of charge.

10. Shortcoming, dissolution, force majeure

10.1. In the event of an attributable shortcoming on the part of the Supplier in the fulfillment of its obligations under the agreement, it will be in default without further notice of default. Requests addressed to the Supplier to still fulfill its obligations do not affect this.

10.2. If the delivered products are not in accordance with what Med Green Import B.V. according to the agreement, Med Green Import B.V. the right to return the products at the expense and risk of the Supplier, without prejudice to any right of Med Green Import B.V. on dissolution or compensation. The supplier is at the first request of Med Green Import B.V. is held to arrange for immediate repair or replacement at its own expense.

10.3. Med Green Import B.V. is entitled to terminate the agreement immediately without any notice of default or to suspend fulfillment of its obligations in whole or in part if:

- Supplier fails to fulfill any obligation under the agreement; or
- The Supplier is in a state of bankruptcy or an application has been submitted for this purpose; or
- Supplier is in a state of suspension of payment or an application has been submitted for this purpose; or
- Supplier ceases its business activities; or
- the Supplier otherwise loses the disposal and management of its assets; or
- attachment (whether or not precautionary) is levied against the Supplier and this attachment is not lifted within 14 days.

10.4. In each of the cases referred to in the previous paragraph, all claims of Med Green Import B.V. payable on the Supplier immediately and in its entirety.

10.5. Med Green Import B.V. is not obliged to pay compensation for any damage suffered by the Supplier as a result of dissolution or suspension.

10.6. The parties can invoke force majeure within 5 working days after the commencement of the shortcoming, subject to submission of the necessary supporting documents. Lack of personnel, illness of personnel, strikes, power failures, external network problems, defects in computers, computer equipment or computer software in the broadest sense of the word, late delivery of products, transport problems, traffic jams and defects in the performance by third parties or liquidity problems do not fall under force majeure .

10.7. In case of force majeure, the obligations of both parties will be suspended. Med Green Import B.V. then retains the right to terminate the agreement without owing any compensation under whatever name to the Supplier.

11. Liability, indemnity and other obligations of the Supplier

11.1. The supplier is liable for all damage suffered by Med Green Import B.V. that arises as a result of not, not timely or not properly performing the obligations under the agreement, including the performance of the Intermediaries engaged by the Supplier. The product liability for products delivered by or on behalf of the Supplier rests exclusively and fully with the Supplier at all times.

11.2. The supplier indemnifies Med Green Import B.V. against all (financial consequences of) claims of third parties in any connection with the non-performance, non-timely performance or improper fulfillment of his obligations under the agreement, explicitly including (but not limited to) all claims from implementing bodies or the tax authorities in the broadest sense of the word and all claims due to hirer, chain and product liability.

11.3. Med Green Import B.V. has the right to require the Supplier to take out insurance to cover the risks. At the first request of Med Green Import B.V. the obligation to inspect the relevant policy and policy conditions or to grant one or more claims of the Supplier against the insurer on first request to Med Green Import B.V. to cede or to pledge to it (whether or not silently).

11.4. The Supplier guarantees that it will and will continue to comply with all its obligations under tax law and social insurance law in the broadest sense of the word on time and in full.

11.5. The supplier is at the first request of Med Green Import B.V. is obliged to provide full cooperation free of charge, to inspect and provide sufficiently clear insight into his administration and / or the (work) permits granted to him and to render account and account for the obligations referred to in paragraph 4, in particular with regard to the the Intermediaries engaged to him, timely and in full, such as payment of the payable wage tax and social insurance premiums.

11.6. The supplier is at the first request of Med Green Import B.V. is held to account in writing for and account for the persons it employs, such as providing free of charge legally or otherwise prescribed documents, personal data, employment conditions, pay slips, time and (man) hours registration, permits, statements and the like. Persons employed by the Supplier must be able to identify themselves at all times.

11.7. In case Med Green Import B.V. should be held liable by third parties for the fulfillment of the obligations of the Supplier as referred to in paragraph 4, the Supplier is, in addition to the indemnification referred to in paragraph 2, obliged to provide full cooperation free of charge for the provision of proof that Med Green Import B.V. no (attributable) failure has been made in this respect.

11.8. Without prejudice to Med Green Import B.V. future statutory suspension rights, Med Green Import B.V. authorized to suspend the fulfillment of any obligation towards the Supplier for an indefinite period as soon as Med Green Import B.V. it becomes known that the Supplier will not, not timely or fully comply with one of the obligations referred to in the previous paragraphs of this article.

11.9. Without prejudice to Med Green Import B.V. due statutory set-off options, it is also authorized to set off one or more (recourse) claims against the Supplier, whether or not arising from the obligations as referred to in paragraph 4, against any claim of the Supplier against Med Green Import BV, regardless of whether the relevant claim of Med Green Import BV whether or not it is due and payable or has become susceptible to liquidation.

12. Safety, working conditions, environment and construction waste

12.1. The Supplier is obliged to observe and observe all regulations, conditions and provisions, insofar as they relate to the goods delivered by him, including the regulations that apply at the place where the performance is carried out, including those with with regard to safety, working conditions and the environment.

12.2. The supplier must ensure that any required permits and security measures are taken in connection with the delivery to be made.

12.3. The Supplier must ensure the removal and disposal of its own construction waste, including chemical waste and packaging, at its own expense, in accordance with statutory regulations, unless Med Green Import B.V. has informed him in writing that the waste can be deposited at a place established by Med Green Import B.V. designated collection point on the construction site, in which case the Supplier will ensure that the waste is collected there.

13. Intellectual and Industrial Property Rights

13.1.1 Unless explicitly agreed otherwise in writing, all intellectual and industrial property rights in respect of or with regard to the Supplier shall accrue to Med Green Import B.V. delivered products or for Med Green Import B.V. work or services performed, insofar as legally possible, exclusively attributes to Med Green Import B.V.

13.1.2 The supplier guarantees that the delivery of products and / or services does not infringe intellectual property rights or other rights in rem of third parties. The supplier indemnifies Med Green Import B.V. against all (financial consequences of) claims from third parties for infringement of their intellectual and industrial property rights, neighboring rights or rights to protect databases.

13.1.3 The supplier is entitled to use the information (including specifications, instructions, inspection regulations and the like) provided by Med Green Import B.V. to be used, but only in connection with the performance of the agreement. The information is and remains the property of Med Green Import B.V.

14. Confidentiality

14.1 The Supplier and the Intermediaries engaged by it are obliged, even after termination of the agreement, to observe confidentiality with regard to the Med Green Import B.V. data and information provided in the broadest sense of the word, subject to an immediately payable fine of € 50,000 and without prejudice to the claims of Med Green Import B.V. for compensation for damage. The applicability of the provisions of Articles 6:92 BW and 6:93 BW is hereby excluded.

14.2 In the event that the Supplier is obliged by virtue of a legal obligation or a court order to provide the data and information referred to in paragraph 1 to third parties, the penalty clause referred to therein does not apply. In that case, the Supplier will not provide information to third parties until after prior permission from Med Green Import B.V.

15. Applicable law and disputes

15.1 Only Dutch law is applicable in case of disputes between Med Green Import B.V. and the Supplier or the Intermediaries engaged by it. Foreign legislation and treaties such as the Vienna Sales Convention are excluded unless mandatory legal rules dictate otherwise.