

GENERAL TERMS AND CONDITIONS
of the private company with limited liability HIPPOCRATECH B.V.
established and having its offices at Laan op Zuid 390 (3071AA) in Rotterdam.



1. Applicability of these General Terms and Conditions

1.1 These general terms and conditions apply to all agreements concluded with Hippocratech b.v., hereinafter referred to as: Hippocratech, and the assignments granted to Hippocratech, as well as all the resulting rights and obligations; any general terms and conditions of buyer/client will only apply to transactions with Hippocratech if Hippocratech has agreed to them in writing.

1.2 Agreements and conditions that deviate from the contents of these terms and conditions will only be binding on Hippocratech if these have been expressly confirmed by Hippocratech.

1.3 Electronic communication authorised by a personal password will be considered by both parties to be communication 'in writing'. The buyer/client has full responsibility regarding the use of their personal password, the obligation not to disclose their password to third parties and to prevent any improper use of the personal password.

2. Offers and assignments

2.1 All offers made by Hippocratech will be non-binding and may at all times be withdrawn, as long as granted assignments on those offers have not been accepted by Hippocratech. Acceptance of assignments will be effected within 14 days, unless explicitly agreed otherwise.

2.2 Assignments granted to Hippocratech, either granted directly or through agents or other intermediaries, will only be binding after a written confirmation of acceptance.

2.3 If agreements with Hippocratech are of a repetitive nature, these will only be binding for the time frame set by Hippocratech.

2.4 If and after an assignment was granted to Hippocratech and it has been accepted by Hippocratech, or an agreement was concluded with Hippocratech, this may only be altered and/or cancelled with the consent of Hippocratech and under the conditions to be set by Hippocratech. In case of cancellation, the buyer/client will compensate Hippocratech for its actual loss or lost profit, unless agreed otherwise.

2.5 All additional work and deliveries of any nature whatsoever, will remain payable by the buyer/client and will be considered to be a change in the assignment. The execution of said additional work and/or deliveries may only be demanded from Hippocratech, if a prior, separate agreement in writing was concluded by both parties.

2.6 During the performance of the assignment granted by the buyer/client, Hippocratech will have an obligation to perform to the best of its abilities and all costs will be at the expense of the buyer/client, even if the activities of Hippocratech will not have led to - sufficient - results.

3. Changes to the contracted work

3.1 All changes in orders or the contracted work, either by special assignments from the buyer/client or as a result of changes in the design or due to inconsistencies between the provided information and the actual measurements or other factors that affect the performance of the assignments, will be considered to be additional work if they result in more work and/or costs.

3.2 Additional work will be calculated on the basis of the cost-determining factors at the moment that the additional work is carried out.

4. Delivery, risk and liability

4.1 The delivery of material belonging to the assignment will be at the expense of the buyer/client from the moment at which the material left the Hippocratech premises in Rotterdam. The transport including loading and unloading, the acceptance, any temporary storage and further logistical handling of the material will be at the risk and expense of the buyer/client. If delivery free domicile was agreed, the cheapest method of shipment will be chosen at all times in which preservation of quality of the items sent may be reasonably expected, unless agreed otherwise. For any other method of shipment, the additional costs will be at the expense of the buyer/client.

4.2 The acceptance of the material by the carriers, without any note on the consignment note or the receipt, will be proof that the material was in good condition. Any slowdown or delay during shipment will not be at the expense and risk of Hippocratech, unless it was caused by its fault.

4.3 The delivery will be effected on a date agreed with the buyer/client, unless Hippocratech would have been prevented from ensuring a timely performance due to a non-attributable shortcoming (force majeure). Hippocratech will notify the buyer/client of the receipt of the order and whether the order can be executed. Specified delivery times will never be considered to be a strict deadline unless explicitly agreed otherwise.

4.4 Upon receipt of the delivery, the buyer/client will check and declare in writing that it has received the material in good condition, complete with all accessories and instructions, if any. Any complaints must be submitted immediately upon delivery to Hippocratech. Afterwards, objections may only be lodged within 8 days after delivery in writing and stating the reasons to Hippocratech, if it can be demonstrated that the complaints could

not be detected earlier; any later objections do not have to be processed by Hippocratech.

4.5 The filing of objections with Hippocratech will never give the buyer/client any right to suspend payment of the invoice.

5. Prices

Agreed prices will be binding, unless external circumstances (such as increasing duties/taxes, prices from suppliers, insurance premiums and so on) call for a price increase. If this is the case, the price increases applied by Hippocratech will be binding to the buyer/client. Agreed prices will be exclusive of V.A.T. unless stated otherwise. Requests for additional work or changes by the buyer/client will also be grounds for a corresponding price increase.

6. Retention of title

Delivered goods will remain the property of Hippocratech until the moment at which the applicable purchase price, but the purchase price for all other deliveries as well, have been paid in full to Hippocratech. Until then, Hippocratech will be authorised to take back the delivered goods and the buyer/client will be obliged to allow Hippocratech to do so. Delivered goods for which the applicable purchase price has not been paid in full, may not be made available to third parties by the buyer/client under any condition or name whatsoever.

7. Payment

7.1 All payments must be made within 14 days of the deadline agreed in the quotation, unless explicitly agreed otherwise and confirmed in writing by Hippocratech. Hippocratech reserves the right to demand surety by means of a deposit, guarantee and/or bank guarantee.

7.2 Assignments that require a long processing time or partial delivery, which also means the delivery of parts or materials of a combined order, may be invoiced in between and partial payment may be demanded.

7.3 In case of late payment of any amount owed by the buyer/client to Hippocratech, the buyer/client will be in default due to the simple fact of late payment, without any demand letter and/or notice of default on the side of Hippocratech being required.

7.4 If payment is not effected within the payment term of 14 days, Hippocratech will be entitled to charge extrajudicial costs on the amount to be collected to the buyer/client. The payment term will be a strict deadline at all times.

7.5 The buyer/client cannot claim compensation, discount or deduction; he will never be allowed to suspend payment in connection with alleged imperfections or defects of the goods and/or materials delivered by Hippocratech.

7.6 In case of late payment of an amount payable by the buyer/client, the amount owed will be payable immediately, while in that case Hippocratech will be entitled to declare all further agreements not yet performed or not performed in full suspended or cancelled, without prejudice to the right to claim compensation for the loss and the lost profit.

7.7 On the day of default, the buyer/client will automatically owe the statutory interest on the amount of the outstanding claim to Hippocratech.

7.8 Payments made by the buyer/client will at all times be used to pay all interest and costs payable and subsequently to pay payable invoices that have been unpaid the longest, even if the buyer/client notes that the payment applies to a later invoice.

8. Right of retention

If Hippocratech holds any goods and/or materials of the buyer/client, Hippocratech will be entitled to suspend its obligation to deliver the relevant goods or materials until payment of the amount payable by the buyer/client to Hippocratech.

9.1 Obligations of the buyer/client

9.1 The buyer/client will be obliged to fully cooperate with Hippocratech to promote an optimal performance of the assignment or to remove any obstacles for optimal performance. If work or activities have to take place on site, the buyer/client will be obliged to ensure that all spaces are well lit, clean and accessible.

9.2 The buyer/client will be obliged to store and use the goods and/or other material delivered by Hippocratech with appropriate care

9.3 The buyer/client is required to safeguard Hippocratech from all claims of third parties, unless there is a verifiable serious default or gross negligence on the part of Hippocratech.

9.4 Under no condition or circumstance will the buyer/client be able to hold Hippocratech liable for any damage or lost profit suffered by the buyer/client.

9.5 Under no condition or circumstance will the buyer/client be able to hold Hippocratech liable for any damage or lost profit claimed by third parties to the buyer/client.

10. Obligations of performance by third parties

10.1 Hippocratech's choice to engage third parties will be made with due care and, where possible, in consultation with the buyer/client.

10.2 Hippocratech will not be liable for shortcomings of the third parties engaged by it.

10.3 The buyer/client will indemnify Hippocratech against all claims of third parties in connection with the delivered goods by Hippocratech.

10.4 If third parties supply Hippocratech with goods or services, they will be obliged to do so in a timely and professional and proper manner, in default of which Hippocratech will be entitled to suspend any payment obligations towards third parties or to withdraw the assignment without Hippocratech owing any compensation.

10.5 In such cases, the third party in default towards Hippocratech, if Hippocratech so desires, to perform and to compensate Hippocratech for all damage Hippocratech suffers due to the shortcomings, all without a notice of default being required.

11. Obligations of delivery

11.1 Hippocratech will assume and will be obliged to perform the assignment to the best of its ability.

11.2 If an assignment accepted by Hippocratech or a delivery is not executed properly, Hippocratech's liability will be limited to the following:

- Hippocratech will still ensure the performance of the assignment of delivery without charging any costs to the buyer/client.

- If at the discretion of Hippocratech, the correction of the execution is (no longer) possible or useful, Hippocratech may credit or refund the relevant invoice amount or proportional part thereof.

11.3 Each further liability, in particular for consequential damage and loss of profit, will be explicitly excluded between the parties in general, except when the damage was caused as a result of a circumstance that was brought about by serious fault or gross negligence on the part of Hippocratech.

12. Warranty

Warranty will only apply if this has been agreed in writing. Any agreed warranties will not have to be processed if the buyer/client has not entirely met his (payment) obligations.

13. Right of industrial and intellectual property

13.1 Unless agreed otherwise, Hippocratech will retain the copyright and all other rights of intellectual or industrial property on the designs, sketches, images, drawings, models, software and quotations provided by it. These documents will remain the explicit property of Hippocratech under all circumstances and may not be copied, shown to third parties or be used or disclosed in any other manner, irrespective of the fact whether Hippocratech has charged costs thereto. The buyer/client will be obliged to return these documents to Hippocratech on its first request under a penalty of EUR 1,000 per day.

13.2 If an ordered design is not followed by an order, it will be invoiced after one month, while the reproduction rights remain with Hippocratech.

14. Disputes

All agreements between the buyer/client and Hippocratech are governed by Dutch law. Any disputes shall be settled exclusively by the Rotterdam District Court.

15. Various topics

15.1 These general terms and conditions have been drawn up in the Dutch and English language. In case of any difference in content or meaning, the Dutch text will prevail.

15.2 These general terms of conditions can be found on www.hippocratech.com.

15.3 Hippocratech will be entitled to unilaterally change its general terms and conditions. Publication of this change will be effected by publication on www.hippocratech.com

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