

GENERAL PURCHASE TERMS AND CONDITIONS OTOLIFT TRAPLIFTEN BV – BERGAMBACHT

A. General section

Article 1 - General

1.1. These General Purchase Terms and Conditions (the "**Purchase Terms and Conditions**") apply to any legal relationship between Otolift Trapliften B.V. (hereinafter: Otolift Trapliften) and a (potential) supplier of goods and/or services, as well as a contractor of work (the "**Supplier**"), including, but not limited to: (i) any quotation, price list and/or any other written offer from the Supplier and addressed to Otolift Trapliften, (the "**Quotation**") and (ii) any agreement of purchase and sale, contracting of work or the provision of services or activities, or any other agreement as well as all agreements and/or obligations arising therefrom and/or related thereto, not being for an employment agreement, concluded between Otolift Stairlifts and the Supplier, (the "**Agreement**"). In these terms and conditions, "good" also includes all work and services related to the delivery of that good. These General Terms and Conditions have been filed with the Chamber of Commerce in The Netherlands and shall be sent to the Supplier, at their request, at the expense of Otolift Trapliften.

1.2. For the purposes of these Purchase Terms and Conditions, "**Supplier**" also means: any (legal) entity affiliated with the Supplier, directly or indirectly controls and/or manages it, is controlled and/or managed by or under the same control and/or management as the Supplier.

1.3. No general terms and conditions other than these Purchase Terms and Conditions apply to Quotations and Agreements, unless Otolift Trapliften expressly accepts the applicability of those other general terms and conditions, in writing. The applicability of the general terms and conditions of the Supplier or third parties are hereby expressly rejected by Otolift Trapliften.

1.4. By entering into the Agreement, with its commencement, the Supplier acknowledges that these Purchase Terms and Conditions apply thereto and the Supplier accepts these Purchase Terms and Conditions, unless otherwise agreed, in writing, between the parties.

1.5. Otolift Trapliften reserves the right to change these Purchase Terms and Conditions. The Purchase Terms and Conditions, thus amended, become applicable the moment they are published on the Otolift Trapliften website. The Supplier is obliged to regularly consult the Otolift Trapliften website, to check whether Otolift Trapliften has made available a new version of these Purchase Terms and Conditions.

1.6. If one or more provisions of these Purchase Terms and Conditions or of an Agreement is/are void or voidable on the basis of applicable law, Otolift Trapliften and the Supplier shall consult with each other and agree on a permitted provision which shall replace the void or voided provision that is as close as possible, in content and purpose, to the original provision. All other provisions remain in full force and effect.

1.7. The Supplier cannot derive any rights in subsequent agreements from any agreed deviations from these Purchase Terms and Conditions.

Article 2 – Conclusion of Agreements

2.1. An Agreement between Otolift Traplifen and the Supplier is concluded at the moment that Otolift Traplifen has expressly accepted a complete Quotation in writing. Otolift Traplifen may withdraw or change a request for a Quotation, at any time, and is not obliged to compensate associated damage or costs. Each Quotation must be full and complete and must be provided with necessary and/or requested specifications and documentation.

2.2. All actions performed by the Supplier prior to the conclusion of the Agreement are for the account and risk of the Supplier, unless otherwise agreed, in writing.

2.3. An Agreement is not exclusive, unless explicitly agreed in writing between Otolift Traplifen and the Supplier.

Article 3 - Prices

3.1. All prices in the Agreement are fixed and based on DDP delivery (as defined in the Incoterms 2010) and include transport costs, insurance costs, exchange rate fluctuation costs and packaging costs (excluding lent packaging) unless otherwise agreed between Otolift Traplifen and the Supplier.

3.2. Changes in wages, materials, duties, taxes, import and export duties or other costs, as a result of which the prices, as agreed between Otolift Traplifen and the Supplier, could be higher, are for the account and risk of the Supplier, unless Otolift Traplifen has given its express written approval.

3.3. If there is additional work compared to what has been agreed between Otolift Traplifen and the Supplier, the Supplier shall notify Otolift Traplifen of this, in writing, as soon as possible. Otolift Traplifen can only be charged the costs for this additional work if Otolift Traplifen has expressly agreed to this, in writing.

Article 4 - Delivery

4.1. Delivery is DDP (as defined in the Incoterms 2010). Delivery DDP means that Otolift Traplifen shall receive the products from the Supplier at its site at Lekdijk Oost 27a (2861 GB) in Bergambacht (the "**Delivery**"), unless another method and/or place of Delivery has been agreed. The risk of the delivered products is always for the Supplier before Delivery.

4.2. The Supplier shall deliver the goods at the time as stated in the Agreement, unless Otolift Traplifen has expressly agreed to an earlier and/or later term, in writing. Unless agreed otherwise, in writing, the agreed time and/or terms of Delivery apply as strict deadlines. If the Supplier expects that the Delivery cannot take place at the agreed time, it shall immediately notify Otolift Traplifen, stating the reasons and giving an estimate of the duration of the delay. If it fails to state reasons, a later appeal to such reasons shall not be accepted.

4.3. In the case of a complete or partial late Delivery, Otolift Trapliften can cancel the Agreement, in whole or in part, in accordance with Article 19 of these Purchase Terms and Conditions, without being obliged to pay any compensation.

4.4. Any late or incorrect Delivery shall be regarded as a failure to fulfil an obligation, without notice of default or summons being required, and Otolift Trapliften shall be entitled to claim compensation from the Supplier.

Article 5 - Quality and description

5.1. The Supplier guarantees that the delivered goods comply with the Agreement, with generally applicable standards and regulations that apply by or pursuant to law or treaty, including but not limited to the standards and regulations regarding health, safety and the environment.

5.2. The Supplier guarantees that the goods are not defective, of sufficient quality and without manufacturing, assembly or material defects and that they fulfil the implicit requirements, including but not limited to the requirements that:

- (i) are included in the Agreement;
- (ii) are made in accordance with models and specifications communicated by Otolift Trapliften to the Supplier, which have been accepted by the Supplier;
- (iii) may be attached to the goods in the given circumstances.

Article 6 – Payment

6.1. Payment is made within 30 days of receipt of the invoice. If the invoice is received before Delivery, payment shall be made within 30 days after Delivery, unless the Parties have agreed otherwise, in writing. Payment of the goods in no way releases the Supplier from any guarantee and/or liability as these arise from the Agreement(s).

6.2. Otolift Trapliften reserves the right, at all times, to suspend any payment, if and insofar as the Supplier has not (fully) fulfilled its obligation arising from the Agreement and/or the law. In such a case, the outstanding amount shall not be increased in any way, including but not limited to an increase as a result of interest.

6.3. If the Parties have a dispute regarding the amount or the correctness of a payment and/or invoice, Otolift Trapliften shall, at all times, be entitled to suspend payment until the competent court has rendered an irrevocable judgment on the payment and/or the invoice. The outstanding amount shall then not be increased in any way, including but not limited to an increase as a result of interest. The parties shall bear their own costs in any such dispute resolution procedure.

Article 7 – Packaging

7.1. The goods shall be packed in accordance with what is included in the Agreement or according to the instructions of Otolift Trapliften. If the Parties have not agreed anything regarding packaging, the

Supplier shall ensure proper packaging of the goods. All used packaging, with the exception of loaner packaging, becomes the property of Otolift Trapliften.

7.2. The goods are marked in accordance with what is included in the Agreement or according to the instructions of Otolift Trapliften. Marking on the packaging shall be such that the goods are easily recognisable and distinguishable and shall contain all information that Otolift Trapliften may reasonably require for this.

Article 8 - Changes

8.1. The Supplier is obliged to implement all changes in the assignment at the written request of Otolift Trapliften and which are technically possible. The change in the price and/or the delivery time that this may result in will be communicated to Otolift Trapliften in writing, as soon as possible, but at the latest, within 2 weeks. If the change in the assignment leads to a new price and/or delivery time, Otolift Trapliften has the right to demand an unchanged or a modified execution of the assignment that is acceptable for it, or to immediately terminate the Agreement, in accordance with Article 19 of these Purchase Terms and Conditions.

Article 9 - Inspection and testing

9.1. Otolift Trapliften, its clients or third parties on behalf of Otolift Trapliften are entitled, at all times, to inspect or approve the ordered goods, at any location. The Supplier shall inform Otolift Trapliften about the time when a good is ready for an inspection or test in such a way that Otolift Trapliften, its clients or third parties can be present and shall provide all information, facilities and cooperation required for an inspection or test. The business inspection costs are for the account of the Supplier. Inspection or approval does not release the Supplier from any guarantee and/or liability as these arise from the agreement concluded between the parties. In the case of rejection, Otolift Trapliften is entitled, in addition to the powers provided for in Article 19 of these Purchase Terms and Conditions, to demand delivery of new goods that do fulfil the inspection requirements within a period which it establishes, without being obliged to pay any additional compensation.

Article 10 - Drawings, models and tools

10.1. The drawings, models, designs, materials, tools and/or other items that Otolift Trapliften provides to the Supplier with the assignment, or that the Supplier has made or has had made for the assignment, remain or become the property of Otolift Trapliften and, are provided with clear marking by the Supplier for that purpose. Otolift Trapliften is regarded as the maker or designer of the aforementioned items. Unless otherwise agreed, the Supplier shall return the aforementioned items to Otolift Trapliften, at the latest, on the last delivery of the goods, failing which Otolift Trapliften may suspend any payment owed to the Supplier until the aforementioned items have been or shall be returned, and/or can deduct the costs involved in replacing the aforementioned items from the payment.

10.2. The Supplier shall in no way alienate or encumber the drawings, models, designs, materials, tools and/or other items provided and shall keep them separate and/or store them from items belonging to others, at all times.

Article 11 - Confidentiality

11.1. The Supplier is obliged, with respect to third parties, to treat as confidential all drawings, models, constructions, schemes, know-how and other company information of Otolift Trapliffen in the broadest sense of the word, which is shared with Supplier, in writing or in any other way, or which information Supplier has come to know in the performance of the Agreement, regardless of whether or not this information has been specifically marked as confidential information.

Article 12 - Insurance

12.1. The Supplier shall insure all goods that it receives from Otolift Trapliffen for the assignment for an amount at least equal to the total value of the goods, against all damage that may be caused to these goods during the time that the Supplier has the goods in its possession and, in any case, until the moment of delivery of such goods to Otolift Trapliffen.

12.2. When, in deviation from art. 4 of these Purchase Terms and Conditions, it has been agreed between Otolift Trapliffen and the Supplier that the ownership of the goods, parts or materials already transfers from the Supplier to Otolift Trapliffen before Delivery, the Supplier is obliged to insure these goods "for whom it concerns" and to treat them as a good housekeeper.

Article 13 - Outsourcing and transfer

The Supplier may not transfer or outsource the assignment or part thereof to third parties, unless Otolift Trapliffen has given prior and explicit written permission for this. All obligations that apply to the Supplier under the Agreement and these Purchase Terms and Conditions shall also apply to the party to whom the assignment has been (partially) outsourced, including but not limited to the obligations regarding quality, confidentiality and privacy. The Supplier is responsible for compliance by the third party with the applicable obligations and shall actively ensure that these are complied with. A permission given by Otolift Trapliffen does not release the Supplier from any obligation under the Agreement concluded between the Parties or any obligations arising therefrom.

Article 14 - Ownership and risk

14.1. The Supplier is obliged to retain ownership of all goods arising from the Agreement to be transferred completely and unencumbered to Otolift Trapliffen upon Delivery or, if earlier, at the time of advance payment or (interim) payment by Otolift Trapliffen. The risk with regard to the delivered goods and/or items is transferred to Otolift Trapliffen in accordance with what has been agreed in Article 4 of these Purchase Terms and Conditions, unless otherwise agreed in writing between the Parties.

14.2. With respect to Otolift Trapliften and its affiliated companies, the Supplier waives the right of advertising and the right of retention of title.

Article 15 – Guarantee

15.1. If the delivered good shows any defect within 24 months after Delivery, the Supplier shall repair or replace this, without delay, and in consultation with Otolift Trapliften within a reasonable period. If the delivered good is part of a larger object, the period of 24 months starts with the delivery of the larger object, regardless of who manufactured or delivered the final larger object. All damage and costs incurred by Otolift Trapliften or third parties as a result of the defect in the goods are for the account of the Supplier. After Delivery of the replacement or repaired item, including the Delivery of the replacement or repaired larger item, all related guarantee periods start again. If, in the opinion of Otolift Trapliften, the Supplier does not remove the defect within a reasonable period and/or not properly, or if the removal and/or repair of the defect cannot be delayed, after written notification, Otolift Trapliften is free to perform the necessary actions or have them performed by a third party, at the expense of the Supplier.

15.2. If a good, in line with article 15.1 of these Purchase Terms and Conditions, exhibits any defect, Otolift Trapliften may make this known to the Supplier through all possible channels of communication. The Supplier is obliged to respond to this as soon as possible.

Article 16 - Certificates, attestations, instruction books

16.1. If certificates, attestations and/or instruction books, declarations of guarantee, maintenance instructions and other similar documents are required in the Agreement in combination with the delivered goods, the Supplier shall ensure that these are in the possession of Otolift Trapliften, as soon as possible, but no later than two weeks after Delivery, failing which payment shall be suspended.

16.2. Insofar as possible and reasonable, the documents as referred to in Article 16 of this document shall be in Dutch without additional costs for Otolift Trapliften.

Article 17 - Patent, copyright and trademark law

17.1. For the purpose of these Purchase Terms and Conditions, "**IP Rights**" means all patents, trademarks, service marks, trade names, trademark registrations, designs, company names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other (existing or future) intellectual property rights and interests, whether registered or not. The delivered goods may not infringe any IP Rights. The Supplier indemnifies Otolift Trapliften and its affiliated companies against all such claims and shall reimburse all damage and costs caused by this to Otolift Trapliften or to third parties. An infringement of an IP Right of a third party gives Otolift Trapliften the right to dissolve the Agreement by written statement, without being obliged to pay any compensation or damages to the Supplier.

17.2. In the case that the Supplier manufactures or has goods manufactured for which IP Rights owned by Otolift Trapliften and/or its affiliates are used, it shall only do so if it has prior written permission from Otolift Trapliften. If adjustments, improvements, changes or other actions with regard to the IP Rights belonging to Otolift Trapliften lead to the creation of new IP rights, these rights shall automatically belong to Otolift Trapliften and the Supplier shall waive all claims in this regard. The Supplier shall fully cooperate with the (ownership) transfer of these IP Rights if this is necessary.

17.3. Unless otherwise agreed, in writing, between Otolift Trapliften and the Supplier, the Supplier does not retain or acquire any right of use or exploitation with regard to any result of the Agreement.

Article 18 Data protection

18.1. The Supplier shall, at all times, comply with applicable national and international laws and regulations regarding (personal) data and data protection, including but not limited to the General Data Protection Regulation ("**Privacy Legislation**").

18.2. If and when data, to which the Privacy Legislation applies, is shared or otherwise processed by the Supplier, then Supplier shall:

- (i) inform Otolift Trapliften of this in advance, and if this is not possible, immediately notify Otolift Trapliften;
- (ii) cooperate fully with the drafting, entering into and execution of all necessary agreements and other documents, including but not limited to processor agreements;
- (iii) only involve third parties in the processing of such data if Otolift Trapliften has given its prior written permission to do so;
- (iv) ensure that all affiliated companies or third parties involved in sharing or otherwise processing the data comply with the Privacy Legislation, at all times;
- (v) at the request of Otolift Trapliften, and with due observance of the Privacy Legislation, provide all information that Otolift Trapliften reasonably needs to comply with its obligations pursuant to the Privacy Legislation,
- (vi) take sufficient technical and organisational measures to ensure a risk-appropriate level of security for the processing of the data concerned,

18.3. Otolift Trapliften and the Supplier shall only share or otherwise process data for the performance of an Agreement when this is strictly necessary and shall only do so with due observance of the appropriate provisions in an Agreement and in any agreement concluded between Otolift Trapliften and the Supplier that specifically relate to the Privacy Legislation, including but not limited to processor agreements.

18.4. In the case of termination of an Agreement and/or at any other time at the request of Otolift Trapliften, the Supplier shall, in accordance with the Privacy Legislation, immediately return all (personal) data and/or details (including all copies thereof) to Otolift Trapliften or destroy all (personal) data and/or details.

Article 19 - Termination and dissolution

19.1. If an Agreement, which by its nature and content does not end with completion, has been entered into for an indefinite period of time, it can be terminated by Otolift Trapliften by means of written notice. If no explicit notice period has been agreed between the parties in the Agreement, a reasonable period of notice must be observed, with a maximum duration of one (1) month. Otolift Trapliften shall never be obliged to pay any compensation in connection with cancellation.

19.2. In all cases in which Otolift Trapliften dissolves the Agreement with the Customer, the Customer is obliged to compensate all damage, costs and loss of profit of Otolift Trapliften, including but not limited to the costs for recovery and costs of ((legal) advisers) and return all products which have already been delivered by Otolift Trapliften to it. The products remain at the risk of the Customer until Otolift Trapliften has received and approved the products concerned. In the case of dissolution by the Customer, Otolift Trapliften is not obliged to pay compensation for damage and/or loss of profit suffered by the Customer.

19.3. Without prejudice to its right to compensation, Otolift Trapliften may terminate the Agreement, in whole or in part, without notice of default, with immediate effect, by giving notice, whereby all claims, both existing and future, of Otolift Trapliften shall become immediately due and payable in full, if:

- (i) the Supplier is granted a moratorium of payment, whether or not provisionally;
- (ii) bankruptcy is filed with regard to Supplier;
- (iii) the (company of the) Supplier is liquidated or terminated;
- (iv) the Supplier does not or not properly fulfil its obligations;
- (v) goods from or intended for Otolift Trapliften are seized;
- (vi) there is a change in the ownership or control of the Supplier, or if Supplier becomes involved in or becomes the subject of a merger, divestiture, demerger or similar proceeding. Otolift Trapliften is never obliged to refund any monies already received, or to pay compensation due to this termination.

19.4. In the case of (partial) termination of the Agreement as referred to in Article 19.3 of these Purchase Terms and Conditions, Otolift Trapliften has the right, at its own discretion, to:

- (i) to return goods already delivered but not (or no longer) to be used at the expense and risk of the Supplier and to reclaim the payments made in that regard from the Supplier,
- (ii) to further perform the Agreement itself, after written notification to the Supplier, or to have it performed by third parties, using what has already been delivered by the Supplier, the costs of which shall be borne by the Supplier.

Article 20 - Settlement

Otolift Trapliften retains the right to set off all payments owed by it to the Supplier against all its claims (and/or those of affiliated companies) against the Supplier (and/or the supplier's affiliates) for whatever reason, all the aforementioned without judicial intervention.

Article 21 - Liability

21.1. In the case that the Supplier fails to fulfil any obligation pursuant to the Agreement(s), Otolift Trapliffen is entitled:

(i) to demand fulfilment of the obligation to obtain the performance(s) to which the Supplier has committed itself with respect to Otolift Trapliffen, including but not limited to the Supplier's obligation to deliver the products;

(ii) terminate the Agreement(s) immediately, in whole or in part;

(iii) revoke and/or suspend the (further) fulfilment of its obligations under the Agreement(s) and return the products at the expense of the Supplier;

all of the aforementioned without prejudice to Otolift Trapliffen's right to compensation for all loss, damage it suffers and/or costs it incurs in relation to the aforementioned situations or otherwise, or to any other right that may accrue to Otolift Trapliffen and without compensation being owed by Otolift Trapliffen.

21.2. In the case that Otolift Trapliffen dissolves, cancels, suspends or revokes the Agreement(s), all claims that Otolift Trapliffen has against the Supplier become immediately due and payable and Otolift Trapliffen is entitled to immediately suspend further compliance with any agreement(s), without this affecting any other rights that Otolift Trapliffen may have.

21.3. Circumstances that do not fall under the risk of Otolift Trapliffen, and Otolift Trapliffen shall not be liable for any consequences thereof, concern:

[(i) exercise of one or more rights by third parties with respect to the Supplier regarding the Supplier's failure to fulfil its obligations pursuant to an agreement with such third party concerning the Supply of the products;

(ii) government regulations or orders prohibiting or restricting the use of the products delivered or to be delivered;

(iii) strike or closure of Otolift Trapliffen;

(iv) illness of personnel;

(v) transportation problems;

(vi) restrictions/prohibitions on import and/or export;

(vii) natural or nuclear disasters;

(viii) war or threat of war;

(ix) negligence by Otolift Trapliffen with the exception of wilful or gross negligence; and

(x) other circumstances beyond the reasonable control of Otolift Trapliffen.]

21.4. The Supplier is liable for all damage that it, the persons and/or companies working for or on behalf of it and those directly or indirectly employed by it, in any way, inflict on Otolift Trapliffen, persons and/or companies working for or at Otolift Trapliffen and third parties. The supplier has equal liability for all damage caused by items such as e.g. implements, tools and aids in use at the Supplier and the aforementioned persons within the circle of persons and companies referred to in the first sentence. The Supplier indemnifies Otolift Trapliffen against claims from third parties in this regard. The Supplier guarantees that it shall insure its liability, as described in this article, in respect of which any reliance on force majeure is excluded, for a sufficient amount.

21.5. Otolift Trapliften is not liable for damage if that damage exceeds the amount that shall be paid out under the business liability insurance policy.

Article 22 No Waiver

Failure by Otolift Trapliften to enforce compliance with any provision of these Purchase Terms and Conditions or any Agreement or to otherwise respond to a breach thereof by the Supplier or any other party shall, in no way, imply that Otolift Trapliften waives its rights to enforce any provision of these Purchase Terms and Conditions.

Article 23 - Applicable law and disputes

23.1. All Quotations, Agreements and other legal relationships between Otolift Trapliften and the Supplier, as well as these Purchase Terms and Conditions are governed by Dutch Law. The provisions of the Vienna Sales Convention (1980) do not apply to the legal relationship between Otolift Trapliften and the Supplier.

23.2. All disputes arising from or with regard to a Quotation and/or (the fulfilment of) an Agreement or other legal relationships with Otolift Trapliften, or all disputes with regard to these Purchase Terms and Conditions, shall be submitted to the competent court in Rotterdam, the Netherlands.

B. Supplement to the General Purchase Terms and Conditions

Article 1 – Application

This Supplement to the General Purchase Terms and Conditions applies to any person or company, which enters into an agreement with the company for the performance of work and/or the provision of services, not being an employment contract and whether or not accompanied by the delivery of goods (hereinafter referred to as the contractor).

Article 2 - Personnel

Before commencing the work, the contractor must request permission from the company to use personnel other than its own. Before or during the execution of the assignment, the contractor should, upon request, be able to provide the company with a written statement of all personal details and of all employment conditions (and the changes thereto) of all supervisory and executive personnel who carry out the assignment. Persons may only be employed for assembly work with the written consent of Otolift Trapliften BV. The contractor remains responsible for compliance with safety regulations and laws.

Article 3 - Compliance with social insurance laws

The Contractor guarantees the company with respect to compliance with the social insurance and tax laws concerning the employees referred to in art. 2. The contractor is obliged, upon request, to provide the company with the name and address of the relevant industrial association(s) and tax inspectorate, as well as the registration number with those industrial association(s) and payroll tax number before commencing the work.

Article 4 - Working hours

The working hours of the persons referred to in Article 2, unless otherwise agreed, are the same as those established for the personnel employed by the company. If the company so requires, a time card or other means of control shall be used by these employees.

Article 5 - Work, disciplinary measures, etc.

The provisions regarding order and safety in force within the company apply in full, unless otherwise agreed. The company has the right to investigate, on arrival at or departure from the site or the work, which objects the contractor and all those who carry out the assignment have with them. The contractor shall take care of all auxiliary materials, tools and company clothing that it needs for its work at its own expense, unless otherwise agreed, in writing. If the contractor uses auxiliary materials and tools from the company, he is obliged to return them, as soon as possible, in the condition in which he received them. The contractor should report observable defects immediately. The goods that the contractor uses should fulfil the safety requirements to be set by the company, without prejudice to the contractor's liability according to art. 19 General Purchase Terms and Conditions.

Article 6 - Strike

The company does not pay wages and/or other fees for the contractor's personnel and/or personnel who carry out the assignment for the contractor, nor for the costs of the materials used by the contractor and/or by companies or tools and aids used by persons working for him in relation to the assignment over the period that these persons are unable to work, or these tools and aids cannot be used as a result of a strike by these or other employees working for the company.