

General Terms and Conditions of Sale

of the private limited liability company MyDiagnostick Medical BV located at Maastricht, The Netherlands.

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1 General

- 1.1 These general conditions apply to all offers and agreements of MyDiagnostick Medical. The conditions can be consulted by anyone and are mentioned on the internet site of MyDiagnostick Medical. The conditions can be downloaded as a PDF document and printed.
- 1.2 Where “**BUYER**” is mentioned, we are referring to the natural or legal person, with whom MyDiagnostick Medical will close or has closed a (purchase) agreement or the principal on whose account the products will be delivered.
- 1.3 Given the nature of the products and services offered and the registered intended use, ‘**BUYER**’ cannot be a consumer.
- 1.4 By placing an order, ‘**BUYER**’ agrees to the General Terms and Conditions of Sale.
- 1.5 MyDiagnostick Medical reserves the right to change its General Terms and Conditions of Sale when the term has expired.
- 1.6 The general or specific conditions or terms of other parties will not be recognized by MyDiagnostick Medical unless a written agreement stipulates otherwise.

2 Offers

- 2.1 Offers are not binding unless a fulfillment term has been approved.
- 2.2 When a non-binding offer has been accepted by 'BUYER' MyDiagnostick Medical reserves the right to revoke the approval of the offer within 3 working days after having accepted the order or to deviate from it.
- 2.3 Oral commitments are only binding for MyDiagnostick Medical after they have been expressly confirmed in writing.
- 2.4 Special offers made by MyDiagnostick Medical do not automatically apply to a repeat order.
- 2.5 MyDiagnostick Medical cannot be held to its offer if 'BUYER' can assume that the offer or a part contains an error or a typo.
- 2.6 Additions, adaptations and/or further agreements are only binding if they are approved in writing
- 2.7 If the order to which the offer of MyDiagnostick Medical applies has not been placed within the term communicated in the offer, the complete offer expires.

3 Prices

- 3.1 Prices will not be increased within the term of the offer unless legal measures enforce it or in case the manufacturer increases the prices in the meantime.
- 3.2 All prices are subject to printing errors and typos. We cannot be held liable for any consequences of printing errors and typos.
- 3.3 The prices mentioned on the site and in the aforementioned offers exclude VAT and shipping and administration costs unless indicated otherwise.

4 Agreement

- 4.1 An agreement between MyDiagnostick Medical and 'BUYER' only enters into effect after the feasibility of the order has been judged.
- 4.2 The agreement will then, subject to the content of point 4.5, enter into effect when 'BUYER' accepts the offer and meets the conditions.
- 4.3 If 'BUYER' has accepted the offer electronically, MyDiagnostick Medical will confirm immediately that it has received the approval on the order. As long as MyDiagnostick Medical has not confirmed it has received the approval, 'BUYER' can cancel the agreement.
- 4.4 If the agreement is reached electronically, MyDiagnostick Medical will take the required technical and organizational measures to secure the electronic transfer of data. MyDiagnostick Medical will also provide a secure internet environment. If 'BUYER' pays electronically, MyDiagnostick Medical will take the appropriate security measures into account.
- 4.5 MyDiagnostick Medical may obtain information, within the legal boundaries, about 'BUYER's creditworthiness and all the facts and all the issues that are important when reaching an agreement indirectly. Should MyDiagnostick Medical have good reasons to refuse to enter into an agreement based on this research, MyDiagnostick Medical is entitled to refuse a request stating the reason or to impose specific conditions on the execution of the agreement.
- 4.6 MyDiagnostick Medical will send the following information along with the product or service, in writing or in such a way that it can be easily saved by the user onto a durable data carrier:

- 4.6.1 the visiting address of the MyDiagnostick Medical's facility where 'BUYER' can go to in case of complaints;
- 4.6.2 the information regarding warranties and after sales service;
- 4.6.3 the requirements for terminating an agreement if the term of the agreement exceeds one year or is indefinite;
- 4.7 MyDiagnostick Medical reserves the right to refuse orders without justification or to only accept orders provided the products are shipped cash on delivery or following prepayment.
- 4.8 'BUYER' guarantees traceability of products delivered by MyDiagnostick Medical, and will, upon request, disclose serial numbers, the date of putting the device in service, and contact addresses of the installation sites.

5 Delivery

- 5.1 Delivery will only take place as long as stocks last.
- 5.2 The delivery address that will be used, is the address that 'BUYER' has communicated to MyDiagnostick Medical.
- 5.3 In relation to the rules of an indirect purchase MyDiagnostick Medical will fulfil the order within 30 days. Should this be impossible (because the ordered item is not in stock or is not available anymore) or there is a delay for some reason, or an order can only be partially fulfilled, then 'BUYER' will be notified within 1 month after having placed the order and he/she has the right to cancel the order free of charge or notice of default.
- 5.4 In case the order is cancelled in accordance with the previous point, MyDiagnostick Medical will refund the amount that 'BUYER' has paid as quickly as possible and ultimately within 30 days after cancellation.
- 5.5 As of the moment MyDiagnostick Medical has offered the ordered products to 'BUYER' once, MyDiagnostick Medical will have met the delivery obligation providing there is no evidence to the contrary. For home deliveries the report of the transport company including any refusal of acceptance serves as complete proof of the delivery offer.
- 5.6 The risk of damages and/or missing items is the responsibility of MyDiagnostick Medical until the moment of delivery to 'BUYER' unless expressly agreed otherwise.
- 5.7 All terms mentioned on the internet site serve as a reference. Therefore no rights can be derived from the terms mentioned.

6 Payment

- 6.1 Payments need to be done in euros, unless otherwise expressly stated in writing.
- 6.2 Payments need to be made at the start of the agreement, unless otherwise expressly stated in writing.
- 6.3 'BUYER' has the duty to notify MyDiagnostick Medical immediately of any errors in the payment details provided or mentioned.
- 6.4 In case of default of 'BUYER' MyDiagnostick Medical has, subject to the legal limitations, the right to
 - 6.4.1 charge the reasonable costs that were communicated in advance to 'BUYER';
 - 6.4.2 to terminate all commitments to 'BUYER';
 - 6.4.3 assign the claim to a credit insurer of the BUYER's own choice.

7 Data management

- 7.1 When 'BUYER' places an order with MyDiagnostick Medical, the data is registered in the client's file of MyDiagnostick Medical. MyDiagnostick Medical respects the Law regarding people registration (Dutch law called Wet Persoonsregistraties) and will not offer this data to other parties. Take a look at our Privacy Policy.
- 7.2 MyDiagnostick Medical respects the privacy of the users of its internet site and ensures the confidentiality of all personal data.
- 7.3 MyDiagnostick Medical sometimes makes use of a mailing list derived from the data in the client database. Every mailing contains instructions to remove oneself from this list.

8 Warranty and conformity

- 8.1 MyDiagnostick Medical is responsible for providing products and/or services that meet the agreement, the specifications mentioned in the offer, the reasonable demands for reliability and/or usability and the legal provisions valid at the start of the agreement and/or government regulations.
- 8.2 An arrangement that MyDiagnostick Medical offers as a guarantee does not detract from the rights and demands that 'BUYER' can invoke in case of a shortcoming in the fulfilment of the obligations of MyDiagnostick Medical towards MyDiagnostick Medical on the grounds of the applicable law and/or an indirect agreement.
- 8.3 'BUYER' is obligated to check the delivered product(s) immediately upon arrival. If the delivered product(s) appears to be incorrect, unreliable or incomplete, 'BUYER' needs to (before returning it to MyDiagnostick Medical) report these shortcomings to MyDiagnostick Medical immediately in writing.
- 8.4 Wrong deliveries need to be and can be reported in writing to MyDiagnostick Medical up to 1 month after delivery. The product(s) need to be shipped back in their original packaging (including accessories and corresponding documents) and in their original state. Using a product after determining a shortcoming, damaging it after determining a shortcoming, claiming after determining a shortcoming, voids any right to object and return the product.
- 8.5 Any shortcomings of the delivered products can always be reported to MyDiagnostick Medical.

- 8.6 If MyDiagnostick Medical deems the complaints of 'BUYER' valid in the first 24 months after delivery, MyDiagnostick Medical will replace the delivered products or the products of its choice free of charge or arrange a written agreement with the client regarding a compensation. Providing the liability of MyDiagnostick Medical and the amount of the compensation is limited to the invoiced amount of the products concerned or (at MyDiagnostick Medical's choice) limited to the maximum amount covered by MyDiagnostick Medical's liability insurance in that specific case. MyDiagnostick Medical cannot be held liable for any form of damage, including exemplary damages in whatever form it may be, compensation for indirect damages or consequential damages or damages as a result of a loss of profit.
- 8.7 MyDiagnostick Medical cannot be held liable for damages caused by wilful or reckless conduct by 'BUYER'.
- 8.8 This warranty does not apply if:
- 8.8.1 and for as long as 'BUYER' is in breach with regard to MyDiagnostick Medical;
 - 8.8.2 'BUYER' has repaired and/or adapted the delivered products or has had them repaired and/or adapted by other parties;
 - 8.8.3 the delivered products have been exposed to abnormal circumstances or otherwise carelessly handled or used in contrary to the guidelines of MyDiagnostick Medical and/or the instructions on the packaging and manual;
 - 8.8.4 the product is to some extent unreliable as a consequence of the regulations the government has issued or will issue with regard to the nature or quality of the materials used.

9 Images and specifications

- 9.1 All images; pictures, designs, etc.; i.e. data regarding weights, dimensions, colors, images of labels, etc. on the internet site of MyDiagnostick Medical serve as a reference and cannot lead to a damage claim or annulment of the agreement.

10 Force majeure

- 10.1 MyDiagnostick Medical cannot be held liable if it cannot fulfil its obligations due to force majeure.
- 10.2 Force majeure encompasses every strange cause or circumstance that cannot reasonably foreseen. Delays or misconduct by our suppliers, internet outages, electricity power disruptions, problems with e-mail communication and malfunctioning or adaptations of technology delivered by other parties, transportation issues, a strike, government measures, delays in the supply, negligence by suppliers and/or manufacturers of MyDiagnostick Medical or any cooperating people, illness of personnel, shortcomings of any means of help or transport are all considered as force majeure.
- 10.3 MyDiagnostick Medical reserves the right to terminate its obligations and also has the right to partially or completely annul the agreement, or to demand that the content of the agreement is to be changed in such a way that fulfilment is still possible. MyDiagnostick Medical can by no means be forced in any way to pay a fine or a compensation.
- 10.4 If MyDiagnostick Medical has already partially fulfilled its obligations when force majeure occurs or can only partially fulfil its obligations, it has the right to invoice the goods that were already delivered/will be delivered separately. 'BUYER' then has to pay this invoice as if it were a separate contract. This does not apply if the goods that were already delivered or will be delivered cannot be used separately.

11 Liability

11.1 MyDiagnostick Medical cannot be held liable for damages caused by the incorrect use of the products and/or services. Please read the instructions on the packaging and/or consult the additional instructions on the MyDiagnostick Medical webportal.

12 Reservation of ownership

- 12.1 Ownership of all the products sold and delivered to 'BUYER' belongs to MyDiagnostick Medical as long as 'BUYER' has not fulfilled the obligations towards MyDiagnostick Medical in accordance with the agreement or previous or later agreements and/or as long as 'BUYER' has not met the demands of MyDiagnostick Medical due to shortcomings in the fulfilment of these obligations including claims such as fines, rent and expenses, and other as stated in article 3:92 Civil Code.
- 12.2 'BUYER' is not authorized to pawn or by any means encumber the products of which the ownership is reserved.
- 12.3 'BUYER' gives his/her unconditional and irrevocable permission to MyDiagnostick Medical or another party appointed by MyDiagnostick Medical to, in case MyDiagnostick Medical wants to invoke ownership, enter all places where its properties are located and retrieve them.
- 12.4 If other parties confiscate the products subjected to ownership reservation or want to establish or assert rights on these products, 'BUYER' is obliged to notify MyDiagnostick Medical as soon as can be reasonably expected.
- 12.5 'BUYER' is obliged to insure the products delivered with reserved ownership and keep them insured against fire, explosion, water damage and theft. 'BUYER' is also obligated to hand over the insurance policy to MyDiagnostick Medical upon first request for inspection.

13 Applicable law and competent judge

- 13.1 Dutch law is applicable to all the agreements.
- 13.2 Disputes resulting from an agreement between MyDiagnostick Medical and 'BUYER' that cannot be resolved shall be heard by the authorized judge at the court of justice of Maastricht unless MyDiagnostick Medical prefers to submit the dispute to the authorized judge of the home address of 'BUYER' excluding those belonging to the jurisdiction of the cantonal judge.