

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Of MFI / Medi Factory international BV (hereinafter: "MFI"), having its registered office in Heerlen (The Netherlands) and having its place of business in Jan Campertstraat 7, Unit 0.9, 6416SG, The Netherlands.

VAT ID: NL823448423B01, Chamber of Commerce: 53108264

Article 1. Applicability

- 1.1 Subject to possible changes or additions as reported in MFI's price list, these General Terms and Conditions of Sale and Delivery shall apply to all agreements concluded with MFI, including those agreements in which MFI is bound in principle to deliver goods (within these general terms and conditions the term "goods" also applies to any services offered or provided by MFI). By entering into such an agreement with, and by ordering goods from MFI, the Customer accepts these Terms and Conditions as binding. Any deviating or additional provisions, or the general terms and conditions applied by Customers, shall not be binding upon MFI unless MFI expressly agrees to them in writing.
- 1.2 If any provision of these general terms and conditions is null and void or is cancelled, the other provisions of these general terms and conditions shall remain in full force and effect.
- 1.3 If the MFI does not require strict compliance with these terms and conditions, this does not mean that its provisions do not apply, or that MFI to any degree would lose the right to the strict compliance with the provisions of these conditions in other cases.

Article 2. Quotations, Orders, Special Production

- 2.1 All quotations made by MFI shall be free of obligation. MFI shall not be obligated to fill an order until the order has been confirmed in writing by MFI and the related terms and conditions have been met.
- 2.2 In the event that an order and the order confirmation differ, the latter shall be deemed to be conclusive, unless the Customer objects to his difference in writing no more than five (5) working days after the order confirmation date, in which case MFI shall not be bound until it has re-confirmed the order.
- 2.3 Where special production is concerned, MFI shall be entitled to deliver 10% more or less than the quantity amount ordered and to invoice accordingly.
- 2.4 The quotations of MFI are based on implementation of the agreement under normal circumstances and during the regular working hours of MFI. The quotations of MFI are based on the data supplied by the Customer.
- 2.5 MFI cannot be held to its quotation if the Customer can reasonably understand that the quotation contains an obvious mistake or error.
- 2.6 A compound quotation does not obligate MFI to execute part of the assignment against a corresponding part of the quoted price. Quotations do not automatically apply to future orders.

Article 3. Prices

- 3.1. All prices are, unless stipulated otherwise in writing:
- I excluding possible taxes levied on the agreement, including the VAT;
 - II delivery ex works of MFI;
 - III excluding packaging material.
- 3.2 MFI is entitled to increase the stipulated prices if and to the extent that after the conclusion of the agreement one or more circumstances on which the cost price calculated by MFI was based have changed, even if said change(s) was (were) foreseeable.

Article 4. Representation

- 4.1 Any agreements, undertakes and explanations made by MFI employees, including so-called field representatives, shall only be binding upon MFI after MFI has issued written confirmation.
- 4.2 Only the board of directors of MFI and the persons who, according to the registration in the trade register of the Chamber of Commerce, hold a power of attorney on behalf of MFI are entitled to conclude binding agreements for MFI.

Article 5. Delivery and Risk of Loss

- 5.1 Unless expressly agreed otherwise, delivery times shall never be of the essence. If deliveries are late, MFI must be given written notification of its default.
- 5.2 The place of delivery including delivery franco domicile, shall be the factory or warehouse from where the goods are sent. The goods shall be transported from there at the Customers own risk and, except for delivery franco domicile, at the Customer's expense.

- 5.3 The delivery time commences after conclusion of the agreement after MFI has received all required information from the Customer, after completion of the necessary formalities and after receipt by MFI of the stipulated price or the stipulated advance.
- 5.4 The delivery time is based on the work conditions MFI knows at the time of the conclusion of the agreement and on a regular delivery of the required goods by third parties. If, beyond the negligence of MFI, a delay occurs as a result of a change in the intended work conditions or as a result of untimely delivery of the intended goods by third parties, then the delivery time is extended to the extent necessary.
- 5.5 The stipulated goods or services are deemed to have been delivered if the goods or services are for the first time offered for receipt to the Customer in conformity with the agreement.
- 5.6 If the goods have not been taken receipt of by the Customer after the expiry of the stipulated delivery time then MFI shall keep these goods at the disposal of the Customer and shall store these goods at the expense and risk of the Customer.
- 5.7 Overstepping of the delivery time does not entitle the Customer to dissolve (have dissolved) the agreement either in whole or in part, without prejudice to gross negligence on the part of MFI.
- 5.8 Overstepping of the delivery time does not entitle the Customer to without judicial intervention perform or have performed activities at the expense of MFI for the implementation of the agreement.

Article 6. Payment and Discounts

- 6.1 Payment shall be made, without applying any setoff or discount, within thirty (30) days of the invoice date by depositing or transferring the amount due to one of the accounts listed on the invoice, or by making cash payment at MFI's offices.
- 6.2 MFI shall be entitled at all times, without prior letter, to require full or partial advance payment or security, to implement the agreement, to send its goods cash on delivery, or to cancel any existing credit arrangements with immediate effect.
- 6.3 In the event of a partial delivery of an order, MFI shall be entitled to issue separate invoices for each partial delivery.
- 6.4 Any bonus payments and/or discounts on bulk orders shall only become due and payable after the Customer has paid the full amount on the basis of which the payment/discount has been calculated. If the Customer fails to make timely payment, it shall be liable to pay interest on the outstanding amount – said interest being fixed at two (2) percentage points above the statutory interest rate – as of the due date, with no official reminder or notice of default being required. Any judicial and extra-judicial costs incurred by MFI in collecting the outstanding amount shall be charged to the defaulting Customer, including costs which are (or shall be) in excess of or which, due to their nature, are not included in the standard costs of the proceedings determined by the Court.
- 6.5 The extra-judicial costs shall be at least 10% of the amount due plus accrued interest, subject to a minimum of € 100,00 if MFI is obliged to perform the collection itself, and 15% of the amount due plus accrued interest, subject to a minimum of € 250,00, if MFI uses the services of a third party to this end.
- 6.6 Interest shall also be charged on any unpaid overdue interest after a year. If the Customer fails to make timely payment, MFI shall be entitled to suspend performance of the agreement until it receives the entire amount due and to dissolve the agreement in full or in part in the event that the amount due is not paid in full after a written reminder, without prejudice to its right to claim damages. Any outstanding amounts may only be offset against amounts owed by MFI if and insofar as the latter are due and payable and/or have been irrevocably ascertained in law or have been expressly acknowledged by MFI.

Article 7. Suspension and Dissolution.

- 7.1 If the Customer defaults on its obligations or if MFI reasonably expects that the Customer shall default on its obligations under any agreement concluded with MFI, MFI shall be entitled, without prior demand letter or notice of default:
- a. to demand payment in advance under all existing and pending agreements, or immediate payment on delivery, or adequate security for payment;
 - b. to suspend performance of its obligations under any agreements with the Customer (including the production and/or processing of the goods intended for delivery), without prejudice to its right to demand security for payment at same or at a later time;
 - c. to dissolve the relevant sales agreement in full or –insofar as it has not been fully performed—in part, with immediate effect and without seeking court intervention.
 - d. to dissolve all existing sales agreements concluded with the Customer, including those in respect of which the Customer is not in default, in full or – insofar as these agreements have not

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been fully performed—in part with immediate effect and without seeking court intervention.

- 7.2 If the Customer defaults on its obligations under the agreement, specifically those obligations pertaining to special production, MFI may claim damages, including (production) costs, interest and cost of storage.
- 7.3 If the Customer files for bankruptcy, is declared bankrupt, is granted a moratorium, is liquidated and/or subject to seizure, any amounts which it owes to MFI shall be due and payable forthwith and in full, without prejudice to MFI's rights as stated in Article 7.1

Article 8. Force Majeure

- 8.1 In these General Terms and Conditions of Sale and Delivery, force majeure shall be taken to mean any event beyond MFI's control – including any event foreseeable at the time the agreement was concluded – which temporarily or permanently impedes performance of the agreement. Insofar as not covered by this definition, force majeure shall also include governmental measures, war, the threat of war, civil war, riots, strikes, lock-outs, transport impediments, fire and other interruptions in MFI's business, as well as involuntary nonperformance of the agreement resulting from the default of persons and/or businesses called in by MFI for the performance of the agreement.
- 8.2 If performance of the agreement is impeded by an event of the force majeure, MFI shall be entitled to postpone performance of the agreement for no longer than six (6) months, or to fully or partially dissolve the agreement, without seeking court intervention and without incurring any liability for damages. During the postponement, MFI shall be authorized and then, at the end of postponement period, obligated to either perform the agreement or fully or partially dissolve the agreement.

Article 9. Return of Goods and Complaints.

9. Goods may not be returned without the express prior permission of MFI. Any complaints about the delivery must be reported in writing, backed up by arguments, to MFI within 14 days of receipt of the goods, and the relevant goods must be placed at MFI's disposal and be unaltered in every respect. If goods have visible defects, or their nature or quantity differs visibly from the specifications reported on the proof of receipt and/or consignment note, the Customer must also report the defect or deviation on the document presented for signature upon delivery. If the Customer fails to comply with these provisions, any claims which it may have against MFI shall lapse. Submission of a complaint shall not exempt the Customer from its payment obligation. If a properly submitted complaint is found to be justified, MFI shall only be under an obligation to deliver additional or satisfactory goods or, at its own discretion, to return payment and/or credit the Customer for goods which were not delivered (properly).

Article 10. Liability.

- 10.1 Any information provided by or on behalf of MFI concerning the quality, composition, user instructions, treatment in the broadest sense of the word, application, characteristics, etc. of the goods, and any advice provided by MFI shall be to the best of MFI's knowledge and based on practical experience, but shall not constitute a warranty and shall not impose any liability on MFI's part for any type of damage, including third-party damage.
- 10.2 The Customer shall adhere strictly to the instructions for use and/or specifications covering manner of storage, treatment and use of the goods delivered, on penalty of cancellation of any claim for damages. Should no instructions for use or specifications exist, the Customer must make judicious use of goods delivered. Damage arising either wholly or partially from injudicious use shall never be compensated.
- 10.3 The Customer undertakes to inspect the goods and packing upon receipt or as soon as possible and as thoroughly as can reasonably be expected and/or is customary.
- 10.4 MFI shall not be liable for any damage in whatever way from arising from its failure to deliver, any improper or late delivery or the indication or use of symbols determined by the European Article Numbering Association (E.A.N.) or any applicable regulations or standards.
- 10.5 MFI is not liable for inaccuracies in the designs, calculations, drawings and other information (carriers) which are supplied to MFI by or on behalf of the Customer within the framework of the agreement.
- 10.6 With due regard to above, MFI's liability for damages, insofar as exists, shall always be limited to at most the invoiced amount with regard to the relevant agreement, to the extent said invoiced amount has already been paid to MFI by the Customer. Provided that the liability of MFI is in any case limited to the amount of the benefit of MFI's insurer providing actually coverage for the imminent occurrence.
- 10.7 The provisions set out in Articles 9(1) to 9(5) shall not apply to direct claims by injured parties as defined in Articles 6:185 to 6:193 of the Dutch Civil Code (Product liability). If MFI and its Customers are both held liable, whether or not jointly and severally, for damage suffered by any injured party pursuant to these statutory provisions, the Customer shall not be entitled to recover the damages it pays to the injured party from MFI. The Customer will fully indemnify MFI respectively its staff

and the third parties hired by MFI and compensate them for all what which they must pay to third parties. Exclusion of this right of recovery shall not apply in the event that the Customer held liable by the injured party did not use the product in professional practice or in the conduct of business or if this Customer and MFI have agreed otherwise.

- 10.8 MFI does not take any responsibility for compliance to EU2017/745 (MDR) for any products delivered by MFI that are not explicitly CE marked under the MDR by MFI, unless agreed otherwise in writing. Any modifications to products provided by MFI and/or any use different from the documented intended use or agreed specifications, eliminates any liability of MFI with regards to the product.

Article 11. Applicable Law, Disputes

11. All agreements concluded between MFI and the Customer shall be governed exclusively by the laws of the Netherlands. Any dispute arising between Customer and MFI and over which the District Court ("Arrondissementsrechtbank") has jurisdiction shall be submitted exclusively to the District Court in Heerlen.

Article 12. Miscellaneous

- 12.1 In addition to these General Terms and Conditions of Delivery, There may be special terms and conditions governing certain types of orders, for example those involving assembly, software, service and so on. If MFI delivers goods or performs services falling under the US-Export Administration Act, the Customer undertakes to comply with the relevant provisions.
- 12.2 MFI reserves all rights, including intellectual and industrial property rights, covering information which it supplies to the Customer in connection with the conclusion of an agreement, for example in the form of drawings, diagrams, designs or software. The Customer may only make use of such information when this use is associated with the conclusion and performance of the agreement. If no agreement is concluded, or when an existing agreement expires, the Customer shall promptly and voluntarily transfer the information carriers and any copies thereof, including the quotation, to MFI no later than the ten (10) days after it has become clear that no agreement will be concluded or at the request of MFI or after expiry of an existing agreement. Any further use by the Customer shall be forbidden under forfeit of a penalty of € 15.000 (in words: fifteen thousand Euros) – which shall be payable on demand and not be eligible for setting off—for each violation or for each day of violation, all this subject to MFI's right to claim the actual damages, should these be higher. No notice of default shall be required. Should any provision set out in an agreement not have legal effect, the remaining provisions shall continue to apply fully, provided that adherence to the agreement is not deemed to be manifestly unreasonable.
- 12.3 MFI Shall retain title to all goods delivered to the Customer until the Customer has fully met its payment obligations to MFI for the delivery of goods and the performance of services. Nonetheless, as from the moment of delivery the Customer bears the risk for loss of or damage to these goods, resulting from whatever cause, and/or for damage inflicted by these goods. For the duration of the reservation of title the Customer is obliged to insure the goods against fire, explosion and water damage as also against theft and to on demand present the policies of these insurances to MFI. Without knowledge of MFI the Customer is, other than within the framework of its normal business operations, not allowed to prior to the payment pledge the goods to third parties or to transfer the title thereof and MFI remains the owner of the same to the extent that they have not been processed. In case of a breach of the foregoing, the purchase price immediately falls due in full. Without prejudice to the other rights allocated to the same, MFI is irrevocably authorised by the Customer to, if the latter does not or untimely comply with its payment obligations vis-à-vis MFI, without any notice of default or judicial intervention being required, take back the goods delivered by the same or, in the event they have been assembled to movable or immovable property, disassemble and take back these goods. If MFI takes back goods it shall credit the goods taken back on the basis of the value that these goods appear to have at the time they are taken back.
- 12.4 Audits or inspections by the customer or any other party can only take place after written approval by MFI. In case such audits/inspections are granted, MFI will not show any other information than is strictly necessary in the context of such audit/inspection. Any information provided by MFI in such case will only be shown strictly for examination during the audit/inspection in the presence of employees of MFI. No information (paper, nor electronic, nor otherwise) will be handed over to the customer or other party for record keeping, further evaluation or any other purposes after such audit/inspection.

Article 13. Conclusion

This section concludes these general terms and provisions.

Heerlen, January 2020

MFI bv