



Memidis Pharma b.v.
Wo-men's Healthcare

TERMS & CONDITIONS **MEMIDIS Pharma B.V.**

1. General

- 1.1 On all our offers, orders, order confirmations and agreements whereby Memidis Pharma B.V. hereinafter referred to as “Memidis Pharma” acts as seller, rental seller, lessor, lessor and/or contractor, these terms and conditions of sale are exclusively applicable. Deviations on these terms and conditions must be expressly agreed with us in writing.
- 1.2 In this agreement, the other party is understood to mean every (legal) person, or its representative(s), authorized representative(s), successor(s) in title and heirs, who has concluded or wishes to conclude an agreement with our company.
- 1.3 The applicability of general terms and conditions to which the other party may refer is in any way expressly rejected.
- 1.4 If one or more of the conditions of these terms and conditions are void, invalid or unenforceable, this will not affect the full legal force or validity of the other conditions.

2. Offers

- 2.1 All offers made by Memidis Pharma, in whatever form, are without obligation, unless expressly stated otherwise.
- 2.2 In the event of a binding offer, that offer will expire after 30 days.
- 2.3 Memidis Pharma reserves the right to refuse orders without stating reasons or to deliver COD.



3. Conclusion of the agreement

- 3.1 An agreement with Memidis Pharma is only concluded after Memidis Pharma has accepted or confirmed an order, the date of the confirmation is decisive. The order confirmation is deemed to represent the agreement correctly and completely, unless the other party has protested against this in writing within eight days.
- 3.2 Any additional agreements or changes made at a later date are only binding if Memidis Pharma confirmed these agreements or changes in writing.
- 3.3 For transactions for which, due to the nature and scope, no order confirmation is sent, the invoice is deemed to represent the agreement correctly and completely, except for complaints within three working days after the invoice date.
- 3.4 Each agreement is entered into by Memidis Pharma under the suspensive condition that the other party - at its sole discretion - is sufficiently creditworthy for the financial fulfillment of the agreement.
- 3.5 If the other party refers to several (legal) persons, they are all jointly and severally liable for the fulfillment of all obligations of the other party arising from the agreement.
- 3.6 Memidis Pharma is entitled upon or after entering into the agreement, before performing (further) performance, to request the other party to pay the agreed performance in advance, or to provide adequate security for the fulfillment of all that the other party owes or will owe to Memidis Pharma, for whatever reason.
- 3.7 Memidis Pharma reserves the right to determine a minimum purchase per product, depending on the original packaging size or a multiple thereof.
- 3.8 The other party is obliged to provide Memidis Pharma in a timely manner with all information and documents that are necessary for the correct execution of the agreement.
- 3.9 Memidis Pharma will charge the other party EUR 50 if the customer expressly requests Memidis Pharma to deliver earlier than within the agreed regular delivery period, also known as urgent delivery.
- 3.10 If the order (per branch) represents a gross value of less than EUR 250, Memidis Pharma will charge EUR 25 handling and distribution costs on top of the order amount



4. Prices

4.1 The prices stated in the offer are exclusive of VAT unless expressly stated otherwise in writing.

4.2 Memidis Pharma is entitled to pass on increase that have occurred in wages, raw material prices, transport costs, exchange rates, reimbursement prices according to Taxe or a replacement list of reimbursements, insurance premiums and government levies (in particular taxes) to the other party for those quantities of the goods that still to be supplied by Memidis Pharma at the time of those increases take effect.

5. Cancellation

If the other party, after an agreement has been concluded, wishes to cancel 10% of the order amount (incl. VAT) will be charged as cancellation costs, without prejudice to Memidis Pharma's right to full compensation including loss of profit.

6. Delivery

6.1 Delivery is deemed to have taken place at the time of delivery of the goods to the address of the other party, unless the other party collects the goods from Memidis Pharma or has them collected, in which case delivery takes place at the time that the goods leave the warehouse of Memidis Pharma.

6.2 The goods are transported at the risk of Memidis Pharma unless the other party collects the goods from the warehouse of Memidis Pharma or has a third party collect them, in this case the goods are transported at the risk of the other party.

6.3 Memidis Pharma determines the method of transport, shipment, packaging, etc. unless further agreements have been made with the other party.

6.4 Memidis Pharma is at all times entitled to charge all costs related to transport, export and import duties and all other government levies for the account of the other party.

6.5 Memidis Pharma reserves the right to deliver the goods cash on delivery.

6.6 Indication of the delivery time is always approximate, unless expressly agreed otherwise in writing. Exceeding the delivery time will never entitle the other party to dissolve the agreement and/or compensation for damage, direct or indirect damage, or consequential damage, which the other party experiences or will experience as a result of exceeding the delivery time.

6.7 Memidis Pharma is entitled to deliver in parts (part deliveries) which Memidis Pharma can invoice separately.



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- 6.8 If the goods have not been purchased by the other party after the expiry of the delivery time, they will be stored at its disposal at the expense and risk of the other party.
- 6.9 If Memidis Pharma is prevented from fulfilling its obligations due to circumstances beyond its control and risk, Memidis Pharma is authorized to suspend the execution of the agreement for the duration of the impediment.
7. Force majeure
- 7.1 Force majeure is understood in this context as: each of the parties independent of the will of the parties or unforeseeable circumstance as a result of which fulfilment of the agreement can no longer reasonably be required by the other party. Force majeure for Memidis Pharma also includes the failure or late receipt of the goods from its suppliers necessary for the fulfilment of its obligations, strikes and obstructive government measures.
- 7.2 If, in the opinion of Memidis Pharma, the force majeure will be of a temporary nature, Memidis Pharma has the right to suspend the execution of the agreement until the circumstance that causes the force majeure no longer arises.
- 7.3 If the force majeure situation is of a permanent nature, Memidis Pharma can waive (further) execution of the agreement without the other party being entitled to any compensation, direct and indirect damage, or consequential damage.
8. Liability
- 8.1 Memidis Pharma declares that the delivered goods comply in all respects with the qualities made known for the relevant (packaging of the) goods.
- 8.2 The warranty referred to in paragraph 1 of this article is in force during the shelf life as stated on the packaging of the goods and if and insofar as the goods have been kept and/or stored by the other party in accordance with the regulations, as stated on the packaging of the goods.'
- 8.3 The other party is obliged to inspect the delivered goods for any shortcomings and/or defects. These shortcomings and/or defects must be reported to Memidis Pharma in writing as soon as possible, but at the latest within a term of eight days after delivery. If this term is exceeded, the warranty will be voided.
- 8.4 Pursuant to the warranty referred to in paragraph 1 of this article, Memidis Pharma with exclusion of any liability for direct, indirect or consequential damage only obliged to repair or at its option replace the goods. Repair or replacement does not extend the warranty period.



- 8.5 The liability of Memidis Pharma will never exceed the total of the concerned order.
- 8.6 Liability for indirect damage, including trading loss and consequential damage, is excluded. Memidis Pharma excludes the liability for damage caused by intent or gross negligence on the part of subordinates or third parties engaged by Memidis Pharma in the execution of the order. The other party also indemnifies Memidis Pharma against claims from third parties for such damages.
- 8.7 Memidis Pharma is not liable for damage caused by death or physical injury, consequential damage or damage for any other reason related to (the defectiveness of) delivered goods, irrespective of the processing or processing thereof by the other party or third parties. The other party indemnifies Memidis Pharma against all claims for compensation for damage to personnel of the other party, its customers and/or third parties, with regard to the damage referred to in this article, including damage from or as a result of product liability.
- 8.8 In any case, Memidis Pharma is not liable for damage that has arisen or is caused by the incorrect use of the delivered goods or by the unsuitability for the purpose for which the other party or its customers has purchased it.
9. Complaints
- 9.1 Any complaints will only be dealt with by Memidis Pharma if they have reached Memidis Pharma directly in writing within eight days after delivery of the relevant performance, stating the nature and grounds of the complaints in detail.
- 9.2 Complaints about invoices must also be submitted in writing within 21 days of the invoice date.
- 9.3 After the expiry of these terms, the other party is deemed to have approved the delivered goods or the invoice. Complaints will then no longer be processed by Memidis Pharma.
- 9.4 If a complaint is found to be justified, this does not entitle the other party to suspend the performance of its obligations.
- 9.5 Return of the delivered goods can only take place with the prior written consent of Memidis Pharma under conditions to be determined by Memidis Pharma.



10. Retention of title

- 10.1 The ownership by virtue of what has actually been delivered by Memidis Pharma by agreement, will only be transferred to the other party after Memidis Pharma's payables against the other party with regard to any goods/products/services delivered by Memidis Pharma to the other party under the agreement or failure by the other party in the fulfilment of such an agreement, including interest and costs, have been paid in full.
- 10.2 As long as the other party has not fulfilled its obligation referred to in paragraph 1 of this article, the other party is not entitled to pledge the goods to third parties or to have them serve as security for a claim by a third party. The other party is entitled to sell the goods within the normal course of its business.
- 10.3 The other party is obliged to inform Memidis Pharma immediately if a third party wishes to exercise rights on goods that are still the property of Memidis Pharma.
- 10.4 Memidis Pharma reserves a right of pledge on every transfer of goods as security for the payment of all that which the other party owes or will owe to Memidis Pharma, for whatever reason.
- 10.5 If the other party does not fulfil any obligation under an agreement towards Memidis Pharma, Memidis Pharma is entitled to take back the goods without any notice of default. For the goods taken back on the basis of this provision, the other party will be credited for the sales value of the goods to be determined by Memidis Pharma on the day of repossession.

11. Payment

- 11.1 Unless otherwise agreed in writing, payment must be made without discount or set-off within 30 days of the date of the invoice.
- 11.2 The other party is legally in default by the mere expiry of the payment term referred to in paragraph 1 of this article, without any further demand or notice of default being required.
- 11.3 Payments always serve to settle all interest and costs owed and subsequently to settle the oldest payable and outstanding invoice, even if the other party states that the payment relates to a later invoice.



- 11.4 If the other party:
- a. is declared bankrupt, submits a request for suspension of payments, or all or part of its property is seized;
 - b. dies, is placed under guardianship or is dissolved;
 - c. is in default with the fulfilment of any obligation resting on it towards Memidis Pharma,
 - d. transfers its business or a significant part thereof, or otherwise the control rights with regard to its business change significantly, or
 - e. Memidis Pharma has a reasonable suspicion that the other party cannot, not fully or not timely fulfil its obligations,

Memidis Pharma has the right to dissolve the agreement, or any amount owed by the other party, on the basis of delivered goods and/or services, immediately and without any warning or notice of default being required by the Memidis Pharma, by the mere occurrence of one of the stated circumstances, to be claimed in its entirety, all without prejudice to the right to compensation for costs, damage and interest.

12. Interest and costs

- 12.1 If payment has not been made within the term stated in the previous article, the other party will be in default by operation of law and will owe interest of 1% per (part of) a month on the outstanding amount from the invoice date.
- 12.2 All judicial and extrajudicial costs to be incurred are for the account of the other party. The legal costs also include all actual costs of legal and legal assistance incurred during legal proceedings, which exceed the liquidation rate.
- 12.3 The extrajudicial collection costs amount to at least 15% of the amount owed by the other party, including the aforementioned interest, with a minimum of 120 euros. The sole fact that Memidis Pharma has secured the assistance of a third party shows the obligation to pay the extrajudicial costs.

13. Intellectual Property Rights

- 13.1 Memidis Pharma does not guarantee in any way that the goods are free from infringement or violation of patents, copyrights, trade secrets or any other (intellectual) property right belonging to third parties.
- 13.2 The other party is only entitled to use the trade name and brands traded by Memidis Pharma with prior express written permission and on the instructions of Memidis Pharma. The other party is obliged to follow the instructions of Memidis Pharma in full with regard to the use of the trade name and brands carried by Memidis Pharma, subject to forfeiture of a penalty, which is not subject to judicial mitigation and immediately due and payable, of EUR 12.000 per violation.



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14. Applicable law in dispute

14.1 All our offers, agreements and implementation thereof are exclusively governed by Dutch law.

14.2 All disputes arising from or in connection with offers, orders, deliveries and concluded agreements will be submitted exclusively to the competent Dutch Court of the place of residence of Memidis Pharma, unless Memidis Pharma as the claimant prefers the competent Court for the other party as defendant.