



# General Terms and Conditions of Purchase

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## 1. Definitions

In these conditions the following definitions are used:

<b>Delivery:</b>	to make one or more Goods, if these are comprised of Goods, available to Alpha-P, and/or to place Goods under Alpha-P's control by the Supplier and/or in the case that the Good are comprised of services, the rendering of these services in accordance with Article 5 of these Conditions;
<b>Goods:</b>	all goods and / or services delivered;
<b>Offer:</b>	any Written offer from a Supplier to Alpha-P, aimed at any offer of Goods by the Supplier to Alpha-P;
<b>Order:</b>	the Written instruction to deliver and/or the acceptance of the Offer from the Supplier by Alpha-P;
<b>Agreement:</b>	any agreement that is effected between Alpha-P and the Supplier, each modification or addition to the agreement, as well as all legal acts to the preparation and execution of the agreement;
<b>Parties:</b>	every party to the Agreement; Alpha-P and the Supplier; the private company with limited liability, with its registered office at PO 74 2280 AB Rijswijk, the Netherlands, registered with Chamber of Commerce under number 85012114;
<b>Alpha-P:</b>	
<b>Purchasing Conditions:</b>	these General Purchasing Conditions of Alpha-P, including modifications thereof;
	each person or entity that enters into or has entered into an Agreement with Alpha-P. If more than one party acts as a
<b>Supplier:</b>	Supplier, each is jointly and severally liable towards Alpha-P;
<b>Written/In Writing:</b>	drawn up in writing, also including electronic correspondence.

## 2. Applicability

- 2.1 These Purchasing Conditions apply to and form an integral part of all Agreements, Orders, Offers, invoices and negotiations, by or on behalf of Alpha-P, as well as agreements arising therefrom.
- 2.2 Any modifications of, additions to or deviations from any provision of these Purchasing Conditions are only binding if accepted In Writing by Alpha-P and have no effect on the rest of these Purchase Conditions.
- 2.3 If any provision(s) of these Purchasing Conditions should be or become ineffective or invalid, the other provisions will not be affected thereby. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar import, which reflects as closely as possible the intent of the original clause.
- 2.4 The applicability of any other General Terms and Conditions of the Supplier is in principle explicitly rejected, unless expressly accepted by Alpha-P In Writing.
- 2.5 Performing of any part of the Agreement by Supplier will operate as Supplier's unconditional acceptance thereof.
- 2.6 In the event of a conflict between the Purchasing Conditions and the Agreement, the provisions of the Agreement will prevail.
- 2.7 If Alpha-P has already provided the Supplier with a copy of these Conditions in previous Orders, or if Alpha-P has notified the Supplier where the Conditions are available for inspection, the Supplier is deemed to have taken note of the Conditions. The Supplier with whom a contract has been concluded on the basis of these Terms and Conditions already agrees now for then on the applicability of these Purchasing Conditions to all subsequent agreements between the Supplier and Alpha-P.

## 3. Contract Negotiations

- 3.1 Alpha-P is allowed to quit the negotiations on a future Agreement at any time.
- 3.2 In the event of broken negotiations, the Supplier can never require further negotiation, nor can it require Alpha-P to pay compensation for costs incurred or damage suffered or to be suffered, regardless of what this damage consists of and how it arose.

## 4. Concluding the Agreement

- 4.1 All Offers, estimates and other declarations from Supplier will be rendered without cost and are considered to be binding and irrevocable unless they have been expressly submitted without obligation and subject to Agreement.
- 4.2 An Agreement between Alpha-P and the Supplier is concluded if Alpha-P confirms an Offer In Writing from a Supplier by means of an Order in Writing. The time of dispatch of the Order is hereby determinative.
- 4.3 A verbal order from Alpha-P will only lead to an Agreement if Alpha-P subsequently confirms the order In Writing to the Supplier within fourteen (14) days.
- 4.4 In the event that Alpha-P places an Order not preceded by an Offer, the Agreement is effected if the Order is accepted In Writing by Supplier within fourteen (14) days of the issue date of the Order or if the Goods are delivered to Prenger Healthcare within the aforementioned time limit. The time of dispatch of the Order is hereby determinative.
- 4.5 The Agreement is formed by the Written Agreement between Alpha-P and the Supplier, together with these Purchasing Conditions and

replaces all previous (Written or verbal) proposals, correspondence and agreements.

4.6 Amendments to the Agreement only apply if and to the extent that they are provided for In Writing.

## 5. Delivery

- 5.1 Deliveries are carried out delivered duty paid (DDP) in accordance with the latest edition of INCOTERMS at the address stated on the Order.
- 5.2 Delivery by the Supplier takes place on the agreed delivery date or dates, or within the agreed delivery period(s), to the delivery address specified by Alpha-P, unless explicitly agreed otherwise. The agreed delivery date, dates or term(s) are final.
- 5.3 Each delivery must be accompanied by an enclosed delivery slip provided by Supplier indicating in each case the order number, order confirmation number, a description of the Goods delivered and the quantity of Goods delivered.
- 5.4 Delivery takes place at the expense and risk of the Supplier.
- 5.5 The Supplier will immediately notify Alpha-P In Writing if an agreed delivery time is likely to be exceeded.
- 5.6 In the event of the expiration of an agreed-upon delivery term, Alpha-P may set a later term during which Supplier must fulfil its obligations or terminate the Agreement without further notice of default or judicial intervention being required, in the form of a short Written notice to Supplier and/ or a demand for compensation.
- 5.7 If Supplier cannot fulfil its delivery obligations within the later term as referred to in the previous paragraph, Alpha-P has the right to terminate the contract or, as the case may be, at Alpha-P's discretion, Supplier will forfeit a default penalty of 2% of the total value of the Agreement with a maximum of 25% of the total value of the Agreement for each day in excess of the delivery date, without any obligation on Alpha-P's part to provide proof of any loss.
- 5.7 Alpha-P is authorized to require that the quantity and / or quality of the Order be changed.
- 5.8 If Alpha-P makes use of its authority as referred to in Article 5.7, Supplier is entitled, insofar as this can reasonably be excepted of it, to inform Alpha-P of the consequences of the change for the agreed price and / or delivery time. Alpha-P will inform the Supplier within eight (8) days after the notification of the changed price and / or delivery time that it agrees to the changed price and delivery times or terminate the Agreement by the end of the eight (8) days.
- 5.9 The Supplier is not permitted to make or implement changes without the prior Written consent of Alpha-P.
- 5.10 Partial delivery of Goods requires previous Written approval from Alpha-P.
- 5.11 Alpha-P is entitled to reject any Goods, which are delivered not at the agreed time; not in the agreed volume and/or quantity; in inappropriate or damaged packaging or with other defect(s). These Goods are at the expense and risk of Supplier, without prejudice to Alpha-P's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance.

## 6. Prices

- 6.1 All agreed prices in an Agreement are in Euro (€).
- 6.2 The prices stated in the Agreement are fixed for the entire duration of the Agreement and cannot be changed after the Agreement has been concluded, unless expressly agreed in Writing.
- 6.3 All agreed prices are excluding of turnover tax (VAT), yet including all government and environmental taxes, costs of packaging, shipping and freight costs, administration, accommodation of persons, travel costs and travel time, as well as insurance costs for shipment to the delivery address and everything that Alpha-P deems reasonably necessary for use of the purchase for the intended purpose, unless otherwise expressly agreed In Writing. Additional costs that are not expressly accepted in advance by Alpha-P are not eligible for reimbursement.

## 7. Payment

- 7.1 Payment of invoices will occur within sixty (60) days of receipt of the invoice unless otherwise explicitly agreed In Writing. The (partial) invoices must be sent by mail to Alpha-P immediately after the shipment of the Goods
- 7.2 Payment by Alpha-P of a (partial) invoice does not automatically imply approval of possible defective Goods.
- 7.3 Alpha-P is, at all times, entitled to offset its obligations to the Supplier as a result of these conditions, regardless of currency and whether or not these are payable, with any claims it has on the Supplier, regardless of currency and regardless of whether or not these are payable or claimable as a result of these conditions or otherwise.
- 7.4 In case of payment after the period of sixty (60) days (Article 7.1), Supplier can only claim the statutory interest under article 6:119 of the Dutch Civil Code.
- 7.5 When an invoice is under dispute or if Alpha-P fails to meet its obligation to pay, then Supplier is not entitled to suspend its obligations.
- 7.6 Alpha-P is only obliged to pay amounts agreed upon in the Agreement. Any exceeding thereof will be at the expense of the Supplier.
- 7.7 Alpha-P may authorize any other party to effect the payment due by Alpha-P. Such payment shall discharge Alpha-P from its respective payment obligation towards Supplier.
- 7.8 In case of bankruptcy of the Supplier or in case the Supplier becomes otherwise insolvent, Alpha-P is entitled to deduct any and all outstanding amounts from invoices.

## 8. Transport and Packaging

- 8.1 Goods are to be well packaged, so as to ensure that they will arrive at the destination in good condition when shipped by regular means of transport. Supplier is liable for any damage caused by inadequate packaging and/or transport, notwithstanding that which is stated in Article 11.
- 8.2 Supplier will see to it that national, international and other regulations on packaging and transport and environmental regulations are adhered to. Alpha-P is authorized to refuse Goods in the event of non-compliance with the previously mentioned regulatory measures.
- 8.3 The Goods must be supplied with all documents intended for optimal use of the Goods, as well as any warranty certificates, quality marks and/or certificates.
- 8.4 Supply and removal of materials and debris, packaging, remnants and other waste released as a result of the Delivery will be carried out by and at the expense of the Supplier, in the manner prescribed by the applicable regulations.

- 8.5 Intended modifications concerning the packaging and/or transport of Goods are to be presented In Writing to Alpha-P for approval at least three (3) months in advance.

## 9. Ownership and Risk

- 9.1 The ownership and risk of the Goods shall pass to Alpha-P after delivery, provided that the Goods have been approved by Alpha-P and comply with the Agreement.
- 9.2 If Alpha-P does not approve the delivered Goods, does not approve during the inspection or invokes the right to dissolve the Agreement or to replace the delivered items, the delivered items remain at the property and risk of the Supplier.
- 9.3 In the event of pre-payment, the ownership shall pass to Alpha-P as soon as Alpha-P's bank account has been debited. Supplier shall mark the Goods and/or the construction drawings, schedules, software and (specification of) materials pertaining to these Goods as being the property of Alpha-P and shall indemnify Alpha-P from loss, damage and any invocation of rights by third parties.
- 9.4 By delivering the Goods to the address stipulated by Alpha-P acquires the right to process, modify or sell these Goods within the scope of the enterprise.
- 9.5 In the event Alpha-P has placed items at the disposal of Supplier in order to meet obligations of Supplier, then these will remain the property of Alpha-P. Only after Written consent from Alpha-P is Supplier entitled to change and/or process these items and/or consolidate and/or mix them with other items.
- 9.6 In the event that the items mentioned in the previous paragraph are modified and/or processed, consolidated or mixed with items that belong to or are property of Supplier or of third parties, Alpha-P will become the owner of the new items. Supplier will indicate these items in its accounts as being the property of Alpha-P. Supplier shall bear all risks concerning these items for as long as it acts as the holder of these items.
- 9.7 Pursuant to the Contract, Supplier will insure all Goods received from Alpha-P from damage that can be inflicted upon these items for as long as it acts as the holder of these items.

## 10. Warranty and Inspection

- 10.1 Supplier guarantees that Goods delivered:
- are suited to the intended purpose;
  - comply completely with the promised characteristics, and the requirements specified by Alpha-P, specifications, drawings, samples and the like;
  - meet the highest standards of the safety and quality norms that apply within the sector;
  - are free from defects;
  - comply with EU legislation and, in as far as applicable, supplementary Dutch legislation.
- 10.2 A warranty period of twelve (12) months from Delivery applies to Goods, unless a longer period follows or is used by law, jurisprudence or by the Supplier, or within the Supplier's industry, or unless otherwise agreed In Writing by the Parties. The warranty period will be extended by a period equal to the period(s) during which the Goods were not used or could not be fully used as a result of a shortcoming as referred to in paragraph 1 of this article.
- 10.3 Alpha-P has the right to inspect the product both prior to, during and after delivery. Supplier will provide full cooperation to this end. At Alpha-P's request, Supplier will draw up or as the case may be, submit additional supporting documents to demonstrate compliance with EU legislation and/or Dutch legislation.
- 10.4 Inspection and/or testing does not relieve Supplier of any obligation or liability under the Agreement.
- 10.5 In the event that Goods do not meet the requirements as stipulated in paragraphs 1, 2 and 3 of this article Alpha-P may:
- demand that Supplier, at its own expense and risk, deliver replacement Goods within a term set by Alpha-P, or arranges for repairs
  - at the expense and risk of Supplier, arrange for the repair or replacement of the Good by a third party
  - terminate the Agreement in whole or in part without further notice of default or judicial intervention being required.
- All of this is without prejudice to Alpha-P's rights to demand compensation for costs and damages resulting from non-fulfilment.
- 10.6 Alpha-P has the right to return those Goods to Supplier, and at Supplier's expense, that were delivered and rejected on the basis of conditions stated in the previous paragraph.
- 10.7 If Goods are to be stored under special conditions (such as time and temperature) in connection with keeping the Goods sterile, this will be indicated separately by Supplier and the outer packing will bear notice of these conditions.
- 10.8 Supplier may be subjected to a supplier evaluation and/or audit if there is cause to do so or when Alpha-P conducts business with Supplier for the first time.

## 11. Liability

- 11.1 Supplier is liable for all damages incurred by Alpha-P or third parties as a result of:
- the failure to meet any obligation in the Agreement in a timely manner or in its entirety;
  - defect in a product supplied by supplier which it does not offer the degree of safety or possess the characteristics that Alpha-P or third parties are entitled to expect;
  - Actions or omissions by Supplier, its personnel and/or persons that are involved in the performance of the contract by Supplier.
- 11.2 Supplier indemnifies Alpha-P from third-party liability and will indemnify Alpha-P from any third-party liability claims. Supplier shall provide
- 11.3 adequate insurance from its liabilities arising from these conditions or in accordance with the law. At Alpha-P's request, Supplier will allow Alpha-P to inspect the underlying insurance policies.
- 11.4 Alpha-P's liability towards Supplier, its employees or third parties will be limited to the benefits that will be paid pursuant to Alpha-P's liability insurance policies. In the event that, and regardless of the reason, the insurance provider of the insurance policies mentioned

in the previous paragraph refuses to pay benefits, then Alpha-P's liability shall be limited to a maximum of five times (5x) the value of the invoice (excluding VAT) of the order concerned.

- 11.5 Alpha-P may under no circumstances be held liable for consequential loss, trading loss, indirect losses, third-party losses and/or loss of profit, except in the event intent or gross negligence is involved.

## 12. Ethical Code of Conduct and Corporate Social Responsibility (CSR)

- 12.1 Alpha-P's starting point holds that the conduct of Supplier in the execution of their corporate activities complies with the guidelines as issued by the OECD member states. Therefore Alpha-P expects Suppliers in the chain with which it is involved to respect working conditions and compliance with these conditions. Among others, this implies respect for the right of workers to unite or to join labour unions or any other bona fide employee representative and to be represented by the body concerned on labour conditions. Employees have the right to participate in collective negotiation and the right to a fair reward within the country involved. Child labour and exploitation of children is prohibited and forced labour or hard labour are not permitted. Discrimination on the basis of skin colour, sex, religion, origin, etc. is not acceptable, whereby equal opportunities specifically during the recruitment and selection process are promoted. The guidelines concerned also endorse the objective that the company safeguards the health and safety of the employee and that the environment is protected by means of a functioning environmental management system. The starting point here is an active contribution to sustainable development.
- 12.2 Supplier is obliged to make every effort to achieve continuous improvement in the field of sustainability and corporate social responsibility.
- 12.3 Alpha-P expects that Suppliers base the execution of their company activities on fair trade conduct in which the interests of stakeholders and in particular the customers are protected. The current applicable international norms against corruption are fully met and the policy against corruption is communicated properly throughout the company. No agreements to restrict competition will be made.
- 12.4 Supplier is responsible for the adequate and environmentally-friendly and safe packaging of Goods delivered.
- 12.5 Economic, social and cultural aspects incorporating international treaties such as the right to privacy, the right to food, water, healthcare and housing are guaranteed.
- 12.6 Open and transparent communication towards all of its partners is essential to a good relationship and particularly applies when commercial activities are involved. Therefore, periodically and by request, reliable and high-quality information will be provided on social and environmental performance, codes of conduct and relationships with stakeholders.
- 12.7 At no time is Supplier permitted to make any direct or indirect donation of any size to Alpha-P's employees or their immediate families.
- 12.8 Violation of this article shall be deemed to constitute a material breach of the Agreement entitling the Alpha-P to immediately dissolve the Agreement in whole or in part.

## 13. Confidentiality

- 13.1 All personal data, data that can be traced back to customers of Alpha-P, working methods employed by Alpha-P company data, models, design data, drawings, descriptions, samples, designs and other documents that Alpha-P places at the disposal of Supplier, as well as the know-how Supplier has acquired through Alpha-P are all confidential and shall not be used by Supplier for any purpose other than the fulfilment of its obligations under the Agreement with Alpha-P. This also applies to further developments that occur on the basis of this information.
- 13.2 The aforementioned information shall not be made public by Supplier nor duplicated unless Written permission to do so has been obtained from Alpha-P.
- 13.3 Supplier guarantees that it, its staff, explicitly also including any temporary staff as well as businesses it calls in to assist and their (temporary) employees, understand that all information Supplier has knowledge of or should reasonably know involves confidential information must be kept confidential and may be used solely in the performance of the Agreement.
- 13.4 Should Supplier violate one or more provisions in this Article, it will forfeit a fine of € 25.000 per violation, without further notice of default being required, payable by Supplier without prejudice to Alpha-P's right to claim full compensation for damages.
- 13.5 Both parties shall treat everything they learn from each other with the strictest confidence and, in the event that no Agreement is concluded, or an existing Agreement is terminated or expires, undertake to return any property they had received from Supplier to Supplier upon request.

## 14. Industrial and Intellectual Property

- 14.1 Supplier warrants that the use of the delivered Goods, which includes the adaptation of, keeping in stock and the resale of will not infringe on any of its own (industrial and/or intellectual property) rights or those of a third party.
- 14.2 Supplier indemnifies Alpha-P from all liability arising from any (alleged) violation of the rights stated in the previous paragraph and shall compensate Alpha-P for all costs and damages that are a direct or indirect result of this violation.
- 14.3 In the event that Supplier makes Goods available on which intellectual or industrial property rights of third parties are based, Supplier grants Alpha-P a right of use.
- 14.4 The industrial and/or intellectual property rights to the models, concepts, tools, and/or Goods made available by and/or on the instructions of Alpha-P, as well as the Goods stated under 9.5 and 9.6 of the Conditions remain the property of Alpha-P at all times.
- 14.5 To the extent that any additional actions or formality should be required for the transfer and exploitation of the rights referred to in Article 12.4, Supplier shall grant its full cooperation in this regard, without being entitled to set any further conditions in this regard. Supplier hereby irrevocably authorizes Alpha-P to -if possible- carry out all actions or formalities on behalf of Supplier which are necessary to the valid transfer and/or exploitation of the rights concerned.

## 15. Suspension and Dissolution and (early) Termination

- 15.1 In the event Supplier fails to meet one or any of its obligations, or fails to do so in a timely or adequate manner pursuant to the Agreement or any

other agreements arising from this Agreement, it shall be in default by operation of law.

- 15.2 Without prejudice to the provisions of the previous paragraph, Alpha-P has the right in such cases to dissolve the agreement in its entirety or partially by means of Written notice without Alpha-P being held liable for damages, all of this without prejudice to its remaining rights, in particular the right to full compensation, including costs incurred in addition to legal costs.
- 15.3 In the event Supplier:
- is declared to be in a state of bankruptcy, is granted statutory debt adjustment under the Debt Management (Natural Persons) Act of the Netherlands, files for bankruptcy or petitions for a suspension of payments or to be granted statutory debt adjustment under the Debt Management (Natural Persons) Act of the Netherlands, assigns its assets, or (part of) its assets are attached;
  - ceases business operations or transfers all or part of its company, including the property contributed to its company to a new or existing company, or changes the company's purpose;
  - dies;
  - fails to meet any obligation laid down by law or as stipulated by the Agreement or these conditions, or fails to meet this adequately or in a timely manner;
- then Alpha-P shall have the right to dissolve the agreement in its entirety or partially, immediately, without further formal notice or judicial intervention, by means of Written notice and without Alpha-P being held liable for damages, all of this without prejudice to its remaining rights.
- 15.4 All legal claims Alpha-P may have with respect to Supplier or acquires as a result of the provisions in this article shall be immediately payable in full.
- 15.5 To the extent a continuing performance contract exists between Alpha-P and Supplier, Alpha-P may terminate this, in whole or in part, at all times and without stating reasons, by providing Written notice in observance of a three (3) month term of notice, without Alpha-P being required to pay any compensation for damages, unless explicitly agreed In Writing.

## 16. Tools

- 16.1 All tools used by Supplier in the performance of the Agreement are submitted to Alpha-P for approval on first demand.
- 16.2 Changes to or deviations from the devices made available or approved by Alpha-P are only permitted after Alpha-P's prior Written approval.

## 17. Force Majeure

- 17.1 Neither party shall be liable towards Supplier for any non-fulfilment of the Agreement to the extent fulfilment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable, provided that the party invoking Force Majeure shall use its best efforts to fulfil its obligations by any means possible.
- 17.2 In any case, the following will not be deemed Force Majeure:
- illness of employees;
  - late supply of materials, labour or utilities;
  - strikes;
  - failure of a third party contracted by Supplier;
  - failure or unsuitability of aids (tools);
  - liquidity and insolvency problems of Supplier;
  - machine or production interruptions.
- 17.3 Supplier may only invoke force majeure if it has anticipated circumstances beyond its control provided it notifies Alpha-P immediately and in any case within two (2) weeks after the circumstance to which the alleged force majeure is attributed arises, In Writing and including the necessary proof. In
- 17.4 case a situation of Force Majeure continues for more than thirty (30) days, Alpha-P shall be entitled to (partly) terminate or cancel the Agreement by Written notice.
- 17.5 Alpha-P may purchase similar Goods and/or services from third parties during any period Supplier is unable to fulfill its obligations.

## 18. Transfer and Subcontracting

- 18.1 Without prior Written permission from Alpha-P, Supplier is not authorized to transfer the Agreement or any part of the Agreement to a third party, nor to assign or to pledge claims Supplier has against Alpha-P pursuant to the Agreement to a third party.
- 18.2 Without prior Written permission from Alpha-P, Supplier is not authorized to subcontract all or part of the contract, unless it concerns raw materials and parts of minor importance or that part of the contract in which the manufacturer or the specification is named in the Agreement, whereby, it is left to Alpha-P's discretion to judge whether parts of minor importance are concerned.
- 18.3 Supplier shall remain responsible at all times, regardless of the circumstances, for the correct performance of the Agreement concluded between the Parties. The permission referred to in the previous paragraph shall not be denied on unreasonable grounds, yet does not release Supplier from any obligations pursuant to this Agreement.
- 18.4 If Supplier violates one or more provisions of this Agreement, it shall forfeit a fine payable of € 25.000 per violation, payable to Alpha-P without any formal notice being required, and without prejudice to Alpha-P's right to demand payment for full compensation.

## 19. Insurance

- 19.1 The Supplier shall take out and maintain insurance policies in amounts adequate to cover the risks resulting from or connected with the Agreement. At the request of the Alpha-P, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Alpha-P informed of any changes

## 20. Applicable law and Jurisdiction

- 20.1 Dutch Law shall apply to the present Conditions.
- 20.2 All disputes shall be settled by the competent court in The Hague, The Netherlands, without prejudice to Alpha-P's right to submit a dispute to another competent court.
- 20.3 The Agreement is governed by Dutch law, without application of the Vienna Convention of 1980 and any other international regulations whose exclusion is permitted.