

GENERAL TERMS AND CONDITIONS OF VAHLKAMP INTERNATIONAL BV
ESTABLISHED AND OFFICE IN HAARLEM, A.HOFMANWEG 5A.

Article 1. Applicability and validity

1.1 These General Terms and Conditions apply to all offers and agreements under which Vahlkamp International BV, hereinafter referred to as "seller", registered with the Chamber of Commerce under number 17047773. The seller supplies goods of any nature, unless expressly and in writing. otherwise agreed. Deviations from these General Terms and Conditions are only valid if and insofar as they have been expressly confirmed in writing by the seller.

1.2 Any purchasing or other conditions of the seller's other party, hereinafter referred to as "buyer", do not apply.

1.3 If, in the opinion of the competent court, any provision of these General Terms and Conditions is not applicable or is contrary to the law, public order or good morals, this will not affect the validity of the other provisions. The parties will then enter into consultation to discuss this replacement of the void or voided provisions, to agree on new rules in which the purpose and scope of the void or voided provisions will be reflected as much as possible.

Article 2. The conclusion of agreements

2.1 All quotations, price quotes and the like issued by the seller are without obligation. The seller is only bound after the seller has expressly confirmed the order in writing or without prior order confirmation.

2.2 Each offer is only valid to the extent that stocks last.

2.3 The prices as stated on the website or in another form of an offer are in Euros and exclusive of 21% VAT and subject to levies, surcharges and other factors.

2.4 All statements by the seller of numbers, sizes, weights and color of the goods in the designs, drawings, images, photos or models shown or provided are only indications. A minor deviation from this in the delivered item does not lead to a shortcoming in the performance of the agreement on the part of the seller.

2.5 An offer does not automatically apply to repeat orders.

2.6 Obvious typos and inadvertent errors in the offer are not binding towards the seller.

2.7 The agreement is expressly entered into under the suspensive condition of sufficient availability of the ordered products.

Article 3. Delivery and risk

3.1 The delivery times stated by the seller are indicative and determined to the best of his knowledge. They therefore do not apply as a deadline. This period is not fatal, which means that the buyer must always first give notice of default to the seller, whereby a long and reasonable period must be allowed before taking any remedy.

3.2 If it is foreseeable that a term will be exceeded, the seller will inform the buyer of this as soon as possible. The receipt of ordered goods may not be refused by the buyer due to exceeding the delivery period. In that case, the seller is entitled to fulfill its obligations on a date to be agreed with the buyer.

If ordered goods are available to the buyer but are not purchased by the buyer,

Delivery takes place by written notification from the seller. From this time onwards, the goods will be stored at the expense and risk of the buyer.

3.3 Delivery takes place ex seller's warehouse. The risk of the goods passes to the buyer at the time the products leave the seller's warehouse, even if transport is arranged by the seller. In the case of cross-border delivery, delivery is expressly made under Incoterms[®] 2020-EXW (EX Works/Ex Factory).

3.4 If delivery takes place at the seller's branch and the buyer therefore collects the goods there, the buyer must adhere to the agreed delivery time date. If the buyer does not collect the goods on the agreed date, the seller has the option to recover the reasonable costs for storing the goods from the buyer.

3.5 If the seller, whether or not on behalf of the buyer, arranges the transport of the goods, the seller is free to choose the packaging, the means of transport, the route to be followed and the transport insurance to be taken out. In that case, the seller is also entitled to have the transport of the goods actually carried out by third parties without the buyer's prior consent.

3.6 The Seller is entitled to execute the agreement in different phases and to invoice the part thus executed separately. If the agreement is executed in phases, the seller can suspend the execution of those parts that belong to a subsequent phase until the buyer has approved the results of the preceding phase in writing. Approval means that the seller can no longer be held liable for defects that could reasonably have been known at the time of approval.

3.7 Without being in default, the seller may refuse a request to amend the agreement if this could have consequences in terms of quality and/or quantity, for example for the goods to be delivered in that context.

3.8 The Seller makes every effort to deliver the delivered goods in the best possible quality. However, the seller does not guarantee the continued quality of the goods. However, it may happen that the goods already have the function for which they are intended, without there being a situation in which the goods should have had their function. The goods serve solely to support emergency care. The seller is never liable for any damage resulting from this situation.

Article 4. Obligations of the buyer

4.1 The buyer gives the seller the opportunity to execute the agreement. The buyer undertakes to provide the necessary cooperation for the execution of the agreement by the seller. This includes, among other things:

- a) Be present at the delivery address specified by the buyer on the agreed delivery date;
- b) Ensure that the seller has timely access to the approvals required for the assignment (such as permissions, etc.) and the information to be provided for the assignment;
- c) Ensure that work and/or deliveries to be carried out by third parties, which do not form part of the seller's order, are carried out in such a way and in such a timely manner that the execution of the order is not delayed.

4.2 If the obligations in paragraph 1 are not fulfilled (on time), the buyer must inform the seller of this in a timely manner. The seller is entitled to charge the buyer for any additional costs involved, such as storage, travel or wage costs.

4.3 If the obligations in paragraph 1 are not fulfilled (on time), the seller is not obliged to compensate the buyer for damage resulting from a delay in delivery.

4.4 The buyer ensures that all information that the seller indicates is necessary or which the buyer should reasonably understand to be necessary for the execution of the agreement, is provided to the seller in a timely manner. The buyer bears the risk and responsibility for correct and timely delivery of the required information and its contents, regardless of how the buyer delivers it. If the required information is not provided to the seller in a timely manner, the seller has the right to suspend the execution of the agreement and/or to suspend the execution of the agreement.

additional costs resulting from delays will be charged to the buyer at the usual rates.

4.5 Prior to implementation, the buyer must provide the seller with the agreed and required items and information, such as address and contact details. The seller will assess these to the best of his knowledge. However, the seller is not liable for damage that arises because work has unexpectedly been carried out on the basis of incorrect items and information provided by the buyer.

4.6 The buyer expressly bears the risk for damage caused by:

- a) Inaccuracies in the constructions and methods required by the buyer;
- b) Defects to/ due to the (im)movable property on or in which the assignment is carried out;
- c) Defects in materials or resources made available by the buyer.

4.7 The buyer guarantees that digitally supplied material is safe and does not contain viruses or other harmful content that could in any way damage the computer systems, computer programs of the seller and/or third parties.

4.8 Art. 7:408 and 7:764 of the Dutch Civil Code are excluded from the agreement. Buyer has no option to terminate the agreement prematurely.

Article 5. Prices and invoicing

5.1 The prices announced by the seller in the price list or otherwise may be changed by the seller at any time and without prior notice. The prices are net and exclusive of sales tax.

5.2 Invoicing takes place at the prices applicable on the date of delivery.

Article 6. Payment

6.1 Payment must be made in Euros, in cash, by bank or giro within 30 days after the invoice date, without prejudice to the seller's right to demand a down payment upon concluding the agreement. Payment must be made without settlement or suspension for whatever reason. All costs associated with payment are borne by the buyer.

6.2 Payment may also be required for partial deliveries.

6.3 If the buyer has not paid the amounts due in full within the agreed period, the buyer will be in default after the expiry of this period, without any notice of default being required, and will owe interest on the outstanding amount from the invoice date until the time of payment. equal to the promissory note discount of the Nederlandse Bank NV increased by two and a half percent.

6.4 If the buyer has not paid the amounts due within the agreed period, the seller is furthermore entitled to have the invoice collected judicially or via a collection agency, in which case all costs related to this, which are set at a minimum of fifteen percent of the claim with a minimum amount of €250 will be borne by the buyer. The seller reserves the right to entrust the collection of the amounts owed to him to third parties or to transfer his claim against the buyer to third parties.

6.5 Without the express and written permission of the seller, the buyer is not permitted to apply settlement and/or suspension and/or withholding of his payment obligations.

Article 7. Collateral

7.1 If there is any doubt about the creditworthiness of the buyer or for other business considerations, the seller reserves the right to require advance payment or further security from the buyer for first or subsequent deliveries. If this is not done to the satisfaction of the seller, the seller is entitled to suspend or refuse the execution of agreements.

without being obliged to pay any compensation and without waiving other rights under these agreements or the law.

7.2 Pursuant to this retention of title, the buyer is therefore not entitled to alienate the goods or to encumber them with, for example, a right of pledge.

7.3 Ownership of the goods is only transferred to the buyer after he has fulfilled all his payment obligations to the seller with regard to the delivery in question. The buyer is entitled to dispose of the goods in the normal course of business. The buyer is obliged to inform the seller immediately if third parties assert rights to the products still owned by the seller.

7.4 If the seller so requires at any time, the buyer undertakes to immediately pledge to the seller the goods obtained from the seller and/or claims on third parties, which arise from the resale of these goods, as security for the fulfillment of all his payment obligations towards the seller. in one of the ways described in Articles 237 and 239 of Book 3 of the Civil Code.

7.5 If the buyer does not fulfill his payment obligations to the seller with regard to delivered goods and in the cases referred to in Article 8.1, the seller is irrevocably authorized, without notice of default being required, to retrieve or have the goods delivered and not yet paid for retrieve them from where they are. The right of reimbursement stipulated here also applies if the payment is not yet due and circumstances arise from which the seller can reasonably conclude that the buyer will not pay or will not pay on time.

7.6 The buyer is obliged to fully cooperate with the seller if he exercises the right of reimbursement mentioned here. (Seller recovers, at the time in question goods are again in his possession, the full right to dispose of the goods in his normal business operations, without waiving any right under the agreement or the law) If no retention of title: In that case, the Seller has the right either to retain the goods until the amount owed, including interest, costs and damages, has been paid in full, or to sell the goods to third parties, in which case the net -revenue is deducted from the total amount owed by the tenant to the seller.)

Article 8. Suspension and dissolution

8.1 If the buyer does not fulfill any obligation arising from the agreement, does not do so properly or in a timely manner, if the buyer has been declared bankrupt or a request for this has been submitted to the court, if the buyer has applied for suspension of payment or has requested this has been granted to him, if the buyer's business is shut down or liquidated, if the buyer's goods are seized, or if the buyer is placed under administration or guardianship, the seller has the right to suspend the fulfillment of his obligations to the buyer or to suspend the to terminate the agreement in whole or in part, without any notice of default or judicial intervention and without being obliged to pay any compensation, by means of a written notice to the buyer, all this without prejudice to the seller's right to claim performance and/or compensation.

8.2 In the event that one of the circumstances referred to in Article 8.1 occurs at the buyer, all claims of the seller against the buyer are immediately and fully due and the seller will have the right to suspend the execution of all other agreements with the buyer or to dissolve them, without prejudice to the obligation to pay full compensation to the seller.

Article 9. Force majeure

9.1 Force majeure is understood to mean: any circumstance beyond the direct influence of the seller or any circumstance that could not reasonably be foreseen by him, which temporarily or permanently prevents the fulfillment of the seller's obligations under an agreement. Such circumstances are:

restrictive government measures, import and/or export restrictions, epidemics, mobilization, war, revolution, strike, confiscation, seizure, interruption of production, natural disasters, full or partial default of a third party from whom goods or services are received or lack of raw materials, semi-finished products, auxiliary materials and/or energy and any other circumstance beyond the direct influence of the seller or which could not reasonably be foreseen by him, on the basis of which, if such a circumstance had been known to him at the time of concluding the relevant agreement, this agreement was not or not equal conditions would have been concluded.

9.2 If, in the event of force majeure, compliance with an agreement cannot reasonably be expected from the seller, he has the right to suspend the execution of the agreement in question or to terminate this agreement in whole or in part, without judicial intervention and without being obliged to pay any compensation. dissolve.

9.3 Compliance in one or more cases under circumstances as described in Article 9.1 does not affect the right to exercise the power to suspend or terminate in subsequent cases of force majeure.

Article 10. Warranty and complaints

10.1 Communications by or on behalf of the seller regarding the quality, composition, treatment the broadest sense, applications, properties, etc. of goods only apply as guarantees if they are expressly confirmed in writing in the form of a guarantee.

10.2 The Buyer shall comply with the regulations regarding the storage and handling of the delivered goods. The buyer will check the goods upon arrival or otherwise as soon as possible and to the extent that this can reasonably be expected of him and/or according to usage and reports complaints regarding damage, defects and/or shortcomings within a maximum of eight days after receipt (in writing) to the seller. If a complaint is not made within this period, the goods are deemed to have been approved and accepted.

10.3 Complaints will only be taken into account by the seller if the buyer has complied with the provisions of the previous paragraph and the damage or defects to the goods can be attributed to the seller.

Defects in part of the delivered goods do not give the buyer the right to refuse all goods delivered by the seller.

10.4 If a complaint is found to be justified, the seller is obliged to replace the goods in question or to credit the buyer for the invoice amount, at the seller's discretion.

10.5 The buyer is never entitled to any complaints if the item has been used incorrectly or carelessly. The buyer is obliged to use the goods in accordance with the appropriate documents, such as an instruction manual and/or instructions on the packaging of the seller's goods. The buyer undertakes to have the goods used only by persons who have been properly instructed in their use. If the aforementioned is not observed or if extras and/or changes are made by the buyer in any form, any warranty will lapse.

Article 11. Liability

11.1 The seller is only liable for damage suffered by the buyer as a result of a shortcoming, tort or otherwise if the damage is directly and solely the result of gross negligence on the part of the seller.

11.2 If the seller is liable to the buyer for compensation for damage, this liability is limited to the invoice amount, less the sales tax paid by the seller, of the relevant delivery, with a maximum of € 5,000.

11.3 The seller is under no circumstances liable for damage caused by exceeding deadlines, nor for consequential damage or indirect damage, including damage due to lost profits or missed savings.

11.4 If the seller is liable to the buyer, he is only obliged to fulfill the obligations as described in articles 10 and 11.

11.5 The buyer indemnifies the seller against claims from third parties. Buyer will be seller's employees never held liable.

11.6 Use of the assistance input of the calling system

11.7 The Vahlkamp sensors may only be connected to the assistance input of the relevant nurse/call system via the No/Nc output.

11.8 It is not permitted to connect the No/Nc output of the sensors to the emergency call input of the calling system. Vahlkamp sensors aim to make emergency care such as nursing or care more efficient by automating the emergency care process.

We also recommend that the buyer regularly test our sensors for proper functioning by pressing and/or sliding buttons. This cannot be blindly trusted.

11.9 The Seller cannot therefore be held liable for physical, material or immaterial damage.

12. Intellectual Property Rights

12.1 The Seller reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations.

12.2 The brands, images, logos and photos used and displayed on the website and goods of the seller are registered or unregistered trademarks of the seller or third parties and may not be used commercially without the prior consent of the owner of those marks.

Article 13. Adjustment of agreements

13.1 Changes and additions to concluded agreements are only effective if they have been expressly confirmed in writing by the seller.

Article 14. Disputes and applicable law

14.1 All disputes relating to an agreement or the execution of an agreement between buyer and seller, which cannot be resolved by mutual agreement between the parties, will be submitted to the competent court in the jurisdiction in which the seller is established.

Notwithstanding the foregoing, the seller has the right to submit a dispute to the competent court in the area in which the buyer is established.

14.2 Dutch law applies to the agreements between buyer and seller, with the express exception of the Vienna Sales Convention. If an obligation arises between the parties in the future, other than arising from an agreement, then Dutch law will also apply to that obligation.

14.3 In the event that a dispute arises from the agreement between the parties, the exclusive and absolute competent court is the court in the district under which the seller's place of business falls. In the event that a dispute arises between the parties regarding non-contractual obligations, the exclusive and absolute competent court is also the court in the district under which the seller's place of business falls.

(Deposited with the Chamber of Commerce and Industry in Amsterdam, under number: 17047773)

Filed with the Chamber of Commerce on 28-02-2022.