Article 1 Definitions

Except and to the extent that capitalized terms are defined elsewhere in these General Terms and Conditions (hereinafter: "**Terms and Conditions**"), capitalized terms have the following meanings:

1.1 Special Terms and Conditions
The Special Terms and Conditions that Defibrion, in addition to the Terms and Conditions, specifically declares applicable to the sale, rental, Maintenance, installation of Products or other special cases.

1.2 Defibrion
Both the private company with limited liability under Dutch law Defibrion B.V., with its corporate domicile in Groningen and registered with the Chamber of Commerce under number 02065683, and the private company with limited liability under Dutch law Defibrion Services B.V., with its corporate domicile in Groningen and registered with the Chamber of Commerce under number 58385045.

1.3 Third Party
A subcontractor trained for this purpose appointed by Defibrion.

1.4 Own Products
The products owned by the Customer..

1.5 Use
The use of Products with the aim of limiting damage/ consequences/injury in the event of incidents.

1.6 Installation Work
The execution of works or installation of Products according to plans, specifications, legal provisions and regulations, and the technical regulations (including those regarding materials used).

1.7 Customer
IAny natural or legal person, non-consumer, who enters into an Agreement with Defibrion.

1.8 NEN Standards
Standards developed by NEN (Dutch Standard) that are also accepted in Europe.

1.9 Maintenance
The annual inspection of the Products specified in an Agreement by a Defibrion staff member trained for this purpose or qualified Third Party appointed for this purpose by Defibrion, according to a time schedule established by Defibrion.

1.10 Agreement
An Agreement between Defibrion and the Customer, including these Terms and Conditions and any Special Terms and Conditions.

1.11 Parties
Defibrion and the Customer, referring to a Party in the singular if it concerns one of the Parties.

1.12 Products
The Products offered by Defibrion.

1.13 Consumables
Loose parts, belonging to the Products that according to the product manual, must be replaced after Use and/or after the expiration of the expiration date.

1.14 Terms and Conditions
These General Terms and Conditions.

Article 2 Applicability

2.1 These Terms and Conditions apply to and form part of all offers and/or quotations and/or Agreements under which Defibrion supplies Products/Maintenance to the Customer.

2.2 The applicability of any general or specific terms and conditions or stipulations of the Customer that differ from these Terms and Conditions, however described, is expressly excluded.

2.3 The Parties may only deviate from these Terms and Conditions if they have expressly agreed thereto in writing.

2.4 If any provision of these Terms and Conditions proves to be void or is nullified, the remaining provisions of these Terms and Conditions will remain in full force and effect. In that case, Defibrion and the Customer will enter into consultation with the aim of agreeing on new provisions of the same purport as much as possible to replace the void or nullified provisions.

2.5 Defibrion is authorized to unilaterally change provisions of these Terms and Conditions at any time. Changes will be communicated to the Customer by any means deemed appropriate by Defibrion, including, for example, a statement or announcement of the change to the Terms and Conditions on the invoice. As soon as the amended Terms and Conditions have been announced to the Customer, they will apply between Defibrion and the Customer.

2.6 In the event of a conflict between any provision of the Agreement, these Terms and Conditions or Special Terms and Conditions, the following hierarchy will apply (descending priority): (a) a quotation/Agreement; (b) the Special Terms and Conditions; and (c) these Terms and Conditions.

Article 3 Quotation, order and formation of an Agreement

3.1 All quotations, offers and other communications from

Defibrion, by whatever name, are without obligation, unless expressly provided otherwise in writing. Acceptance of a quotation by the Customer is deemed irrevocable and may be either express or tacit.

3.2 The Customer warrants the accuracy and completeness of the data provided by or on behalf of the Customer to Defibrion on which Defibrion has based its quotation, with the exception of obvious typographical errors.

3.3 An order from the Customer binds Defibrion only after its written (digital or other) confirmation. Defibrion expressly reserves the right to refuse an order from the Customer without giving reasons.

3.4 The content of the Agreement is apparent from the quotation and, in the absence thereof, from what Defibrion has carried out.

3.5 If the Agreement is established between Defibrion and two or more Customers, these Customers will each be jointly and severally liable for the fulfillment of the obligations arising from the Agreement.

Article 4 Prices, invoicing and payment

4.1 The Customer owes the fee for the Products and/or Maintenance as stated in the Agreement.

4.2 All prices quoted by Defibrion are expressed in euros, exclusive of VAT and other taxes or levies. Prices do not include shipping costs. Unless expressly agreed otherwise in writing, shipment always takes place at the expense and risk of the Customer.

4.3 Invoices will be sent to the Customer or to a paying Third Party designated by the Customer. If the paying Third Party fails to pay, this does not release the Customer from its obligation to pay.

4.4 If payment is not made by direct debit, payment must be made within 30 days of the invoice date, unless a different payment term has been expressly agreed in writing. This deadline is the final payment date and is therefore considered a strict deadline ('fatale termijn').

4.5 4.5 If payment is not made within the aforementioned term, the Customer will be in default by operation of law and without any prior notice of default being required. In such a case, Defibrion will be entitled to suspend performance of the Agreement and the Customer will also owe contractual interest at one (1) % per month started on the outstanding amount, without prejudice to Defibrion's right to claim compensation for all loss caused by the default, including any (extrajudicial and judicial) collection costs.

4.6 Payments made by the Customer will first serve to reduce the interest, compensation and collection costs due and only then to reduce the outstanding invoices, with the oldest outstanding invoices being settled first.

4.7 In the event that Defibrion has reason to doubt the liquidity or solvency of the Customer, such as in the case of non-payment or late payment of invoices, Defibrion reserves the right to request payment in advance or require securities. If the Customer fails to make payment in advance or to provide the requested security within a period of eight (8) days after Defibrion has requested it, Defibrion will be entitled to suspend delivery of the Product to the Customer.

4.8 The Customer cannot rely on set-off against any counterclaim, unless Defibrion has agreed thereto in writing in advance. By contrast, Defibrion is entitled to set off against any counterclaim.

4.9 Defibrion is entitled to index prices annually based on the consumer price index ("CPI"). In addition, Defibrion reserves the right to adjust the Prices if changes in wages, charges, costs and/or other market developments give rise thereto. Defibrion will adjust the applicable prices and rates reasonably and will inform the Customer of any price adjustment in an appropriate manner, for example, in writing or by means of a statement on its website, and will provide substantiation of the usefulness and necessity of the price increases. An overview of the current prices is also available on request. An increase in the Price on account of wage indexation and adjustment of the Price on account of adjusted prices of Defibrion's suppliers or subcontractors will not entitle the Customer to terminate the Agreement, unless the price increase has such consequences that the Customer cannot reasonably be expected to agree thereto unreservedly. The Customer will then inform Defibrion thereof in writing as soon as possible, but no later than 15 calendar days after notification of the price change. The Customer will then send a new proposal, which Defibrion can accept or reject in accordance with standards of reasonableness.

4.10 If Defibrion has assumed costs or expenses without a price having been agreed, Defibrion will be entitled to charge the Customer the actual costs and/or the usual rates.

Article 5 Commencement and duration of the Agreement

5.1 The Agreement will commence within a reasonable time after the conclusion of the Agreement.

5.2 If and to the extent that the Agreement between the Parties is a continuing performance agreement, the Agreement will be entered into for the agreed duration, in the absence of which the duration of one year will apply.

5.3 The duration of the fixed-term Agreement is tacitly renewed each time for the duration of the originally agreed period with a maximum of one year, unless the Customer or Defibrion terminates the Agreement in writing with three months' notice before the end of the relevant period.

Article 6 Performance

6.1 Defibrion will deliver Products and/or carry out Maintenance to the best of its knowledge and ability, in accordance with the generally accepted rules of good craftsmanship and will use all appropriate means to this end. Defibrion's commitments are to be regarded as best-efforts obligations.

6.2 Defibrion will perform the Agreement according to a time schedule outlined by it. Unless agreed otherwise in writing, the periods within which Defibrion must fulfill its obligations, including the delivery, maintenance, assembly, installation or repair periods, are always only indicative and therefore not strict deadlines. If Defibrion requires data from the Customer for the performance of the Agreement, a period will not begin until the Customer has communicated such data to Defibrion.

6.3 Partial deliveries or partial performance by Defibrion will be permitted without entitling the Customer to suspend or refuse payment for the Products delivered or made available or work or Maintenance carried out. Defibrion reserves the right to have certain work performed by Third Parties.

6.4 The Customer is obliged to provide Defibrion with all cooperation necessary for the execution of the Agreement, including but not limited to timely provision of the necessary data, (new and existing) contact details, granting access to the Customer's premises where Defibrion is to perform deliveries, interventions, Maintenance, Installation Work or other work. The Customer is responsible for obtaining and maintaining at its own expense any necessary registrations, permits or authorizations required for the performance of its obligations under the Agreement.

6.5 To schedule a maintenance appointment, Defibrion will make three (3) attempts to schedule an appointment. After these three attempts, the initiative lies with the Customer to make a timely appointment..

6.6 If the Customer wishes to cancel an installation or maintenance appointment, this must be submitted in writing at least 24 hours in advance. The cancellation is valid only after written confirmation from Defibrion.

6.7 If an appointment confirmed by the Customer is canceled by the Customer less than 24 hours before the intended appointment time, or if the serviceman is unable to perform the Maintenance through no fault of his/her own due to lack of access to the products to be serviced, then call-out charges will apply. After the call-out charges have been paid, Defibrion will schedule another maintenance visit for preventive maintenance.

6.8 If the Customer fails to fulfill the aforementioned obligations, Defibrion will be entitled to suspend performance of the Agreement. In such a case, Defibrion will furthermore be entitled to charge the Customer for the unnecessary additional costs resulting from the delay in a lump sum amount of one hundred euros (€100) per case.

Article 7 Conformity and warranty

7.1 Any defects or incorrectly delivered Products must be reported to Defibrion in writing within 2 working days of delivery. Products must be returned in the original packaging and in new condition.

7.2 The warranty on the Products delivered, as well as on the Maintenance and installation of the Products, is limited to the warranty and the warranty period granted by the manufacturer of the Products. This concerns a warranty in the broadest sense of the word, namely all rights of the Customer vis-à-vis Defibrion, by whatever name, in any case including warranty, (product) liability and non-conformity. Warranties apply only for the benefit of the Customer and expire in the event of resale of the Products by the Customer to third parties.

7.3 The Customer is obliged to store and use the Products only for their intended purpose and in accordance with the instructions (in the manuals) of the manufacturer and of Defibrion. The Customer is further obliged to comply with the safety and other terms and conditions in any applicable laws and regulations, including but not limited to any applicable laws and regulations regarding an automatic external defibrillator. If the Customer fails to comply with this obligation, the Customer cannot claim any rights that would arise from the warranty. No warranty can further be granted in the event of normal wear and tear, abusive

use, negligence, lack of maintenance or maintenance by others than Defibrion or a Third Party appointed by Defibrion.

Article 8 Liability

8.1 Defibrion's liability due to an attributable failure to perform the Agreement or on any legal ground whatsoever is limited to the warranty as regulated in Article 7 of these Terms and Conditions, subject to what is further provided in this Article.

8.2 Direct loss is limited to a maximum of the amount covered by the liability insurance taken out by Defibrion. In the event that Defibrion's liability insurer does not pay out for any reason, Defibrion's liability will be limited to the smallest amount between (a) the amount relating to the Agreement in the context of which a loss event has occurred as included in an quotation between the Parties (costs incurred and/or lost revenue) and (b) the total amount that the Customer has paid in relation to the Agreement in the context of which a loss event has occurred during the six (6) months prior to the cause of the loss. Under no circumstances will Defibrion's total liability for direct loss, on any legal ground whatsoever, exceed €10,000.

8.3 Loss due to death, bodily injury or due to material damage to property is limited to €1,250,000.

8.4 Defibrion's liability for indirect or immaterial loss is excluded. Indirect loss is defined as all loss that is not direct loss and therefore in any case, but not limited to: consequential loss, loss of profit, missed savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Customer's customers, loss of customers and/or reputational damage.

8.5 Loss caused by acts or omissions by the Customer or third parties (i) in violation of instructions provided by Defibrion and/or (ii) in violation of the Agreement, Special Terms and Conditions and these Terms and Conditions and loss as a direct or indirect result of (i) incorrect, incomplete and/or faulty information provided to Defibrion by or on behalf of the Customer or (ii) maintenance by a third party appointed by the Customer, other than Defibrion, will also not be eligible for compensation.

8.6 The exclusions and limitations of liability of Defibrion described in Articles 8.2 up to and including 8.5 are fully without prejudice to the other exclusions and limitations of liability of Defibrion described in these Terms and Conditions.

8.7 The exclusions and limitations described in Articles 8.2 up to and including 8.5 will cease to apply if and insofar as the loss is the result of intent or willful recklessness on the part of Defibrion's management.

8.8 Unless fulfillment by Defibrion is permanently impossible, Defibrion's liability due to attributable failure to perform an Agreement will arise only if the Customer immediately gives Defibrion written notice of default, setting a reasonable time for curing the failure, and Defibrion continues to fail imputably in the fulfillment of its obligations even after that time. The notice of default must contain as complete and detailed a description of the failure as possible so that Defibrion is given the opportunity to respond adequately.

8.9 A precondition for any right to compensation will always be that the Customer reports the loss to Defibrion in writing as soon as possible after it occurs, but no later than fourteen days after the Customer has become aware of the loss or reasonably should have become aware of it. Any right of the Customer to compensation for loss will furthermore lapse (i) if the Customer has not taken the necessary measures to limit its loss or prevent further loss and (ii) by the mere lapse of twelve months from the inception of the claim, unless the Customer has instituted an action for compensation for the loss before the expiration of that period.

8.10 The provisions of this article as well as all other limitations and exclusions of liability mentioned in these Terms and Conditions also apply in favor of all (legal and natural) persons engaged by Defibrion and its suppliers in the course of performance of the Agreement.

8.11 The Customer indemnifies Defibrion against all claims by third parties, including but not limited to third parties engaged by the Customer and employees of the Customer, for compensation of any loss resulting from or connected with the (performance of the) Agreement with/by Defibrion.

8.12 In the event of a legally valid invocation by Defibrion of force majeure as referred to in Article 10, the Customer may not claim compensation for any loss suffered by it.

Article 9 Suspension, cancellation and termination of the Agreement

9.1 In the event of non-fulfillment of the obligations by the Customer as stipulated in Articles 4 and 6 and in the event of force majeure as regulated in Article 10, Defibrion will be entitled to immediately suspend

fulfillment of its obligations without prior notice of default being required. In the event that the Customer fails to fulfill other obligations, Defibrion will be entitled to suspend the fulfillment of its obligations if the Customer does not remedy the shortcoming within a period of fifteen (15) calendar days after the sending of a notice of default.

9.2 In the event of non-fulfillment of the obligations by the Customer as determined in Articles 4 and 6, Defibrion will also be entitled to unilaterally terminate the Agreement with immediate effect and without prior judicial intervention by written notice to the Customer.

9.3 The Agreement may be terminated with immediate effect by either Party without prior notice of default and judicial intervention being required if the other Party ceases its operations, becomes insolvent, is declared bankrupt, is dissolved or undergoes a similar procedure.

9.4 9.4 In the event of early termination of the Agreement, the Customer will be obliged to pay Defibrion all amounts still due for the remainder of the current contract period, including discounts wrongfully enjoyed by the Customer. In the event that the Agreement is terminated by Defibrion, the Customer will furthermore be obliged to compensate Defibrion for the loss suffered as a result of the termination, which will be fixed at a minimum of 30% of the price as stated in the Agreement, including the applicable VAT rate, plus all costs incurred and to be incurred, without prejudice to Defibrion's right to claim the loss actually suffered.

9.5 9.5 If Defibrion decides to discontinue the supply of a Product, it will, if possible, notify the Customer in writing at least three (3) months in advance. This notice will specify the deadline by which the Customer can order or reorder the Product in question. If a replacement is possible, Defibrion will, at its own discretion, be entitled either to offer the Customer a replacement product until the end of a current contract period, without owing the Customer any compensation, or to decide to terminate the Agreement without owing the Customer compensation in this regard.

Article 10 Force majeure

10.1 Defibrion will never be liable for delays or failure to perform the Agreement in the event of force majeure. Force majeure on the part of Defibrion means any circumstance over which Defibrion has no influence and cannot reasonably be expected to have any influence and which renders performance of the Agreement impossible in whole or in part, temporarily or indefinitely, such as but not limited to: embargoes, explosions, power outages, (cyber or other) crime, strikes or labor disputes (including those involving its staff), operational failures, floods, prolonged frost, fire or thunderstorms, invocation of force majeure by a supplier or contracting party of Defibrion or any other unforeseen event beyond Defibrion's control. Defibrion will also be entitled to invoke force majeure when the force majeure situation occurs after its performance should have already been delivered.

10.2 10.2 If a force majeure situation arises, Defibrion will make every effort to minimize its duration. In the event that the force majeure situation on the part of Defibrion lasts longer than ninety (90) working days, the Customer will be entitled to terminate the Agreement without Defibrion being obliged to pay the Customer any compensation. In the event of such termination, Defibrion will remain entitled to demand payment for the work completed before the force majeure situation occurred.

Article 11 Privacy

11.1 Defibrion processes personal data in the context of the Agreement within the meaning of the General Data Protection Regulation ("GDPR"). These personal data will be processed in accordance with Defibrion's privacy statement, as well as the applicable laws and regulations.

11.2 The Customer indemnifies Defibrion against claims by persons whose personal data have been or are being processed for which the Customer is responsible under the law, unless the Customer proves that the facts underlying the claim are attributable to Defibrion.

Article 12 - Intellectual property rights and confidentiality

12.1 Defibrion expressly reserves all intellectual property rights to the quotations made, drawings and other documents relating to the Agreement in the broadest sense of the word. These documents may not, except with Defibrion's prior written consent, be reproduced or entrusted to any other Third Party. The Customer is obliged to keep confidential all business and competition-sensitive information of Defibrion which by its nature or according to a communication from Defibrion may be considered confidential and of which

it has become aware in the course of performing the Agreement.

12.2 12.2 The Customer is obliged to impose this obligation of confidentiality on all persons working for it, to supervise compliance with it, and further guarantees compliance with it. Confidential information as referred to here may be used only for the purpose for which it was provided to the Customer. The disclosure of this information to third parties is only permitted with the prior written consent of Defibrion. For each violation of these obligations, the Customer will forfeit to Defibrion an immediately due and payable penalty of €10,000 without notice of default and without judicial intervention being required, without prejudice to Defibrion's right to claim the loss actually suffered.

Article 13 Miscellaneous

13.1 Defibrion may transfer or subcontract all or part of its rights and/or obligations under the Agreement to a Third Party engaged by it for that purpose whereby the provisions of these Terms and Conditions and Special Terms and Conditions will continue to apply to the Customer. Subcontracting to third parties will always take place in consultation and after the Customer's approval.

13.2 Transfer of the Agreement by the Customer is not possible without prior written approval from Defibrion.

13.3 Unless provided otherwise, any communication in connection with an Agreement must be sent in writing to the address of the other Party as stated in the quotation. Unless current Terms and Conditions expressly provide that a registered letter is required, communication by e-mail is possible to the extent that the sender can present an effective read receipt of this e-mail or other acknowledgment of receipt by the other Party.

13.4 The nullity, voidability or invalidity of one clause of the Terms and Conditions or any part thereof will in no way entail the nullity, voidability or invalidity of the remaining clauses of the Terms and Conditions or the other parts thereof.

Article 14 Applicable law and disputes

14.1 The Agreement and all agreements/orders arising therefrom or related thereto as well as the Special Terms and Conditions and these Terms and Conditions are exclusively governed by Dutch law, to the exclusion of Dutch private international law, the Vienna Convention on Contracts for the International Sale of Goods and other international regulations concerning the purchase of movable property.

14.2 All disputes, including disputes considered as such by only one of the Parties, which may arise as a result of and in connection with the Agreement, resulting agreements/orders and or the Special Terms and Conditions or these Terms and Conditions, will be submitted exclusively to the competent section of the Court of the Northern Netherlands, Groningen location.

May 2024