

General Terms and Conditions of Added Pharma B.V.

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These General Terms and Conditions are divided into 3 chapters, namely:

- Chapter A: General
- Chapter B: Sale and Delivery of (Medicinal) Products
- Chapter C: Sale and maintenance of Devices

If Chapter B and/or Chapter C is applicable, the relevant chapter will prevail over Chapter A.

CHAPTER A: GENERAL

Article 1 - Applicability

1. These general terms and conditions (hereinafter: "Terms and Conditions") shall apply to all requests, offers, quotations, orders, confirmations, (legal) acts, transactions and agreements concluded or to be concluded – regarding the delivery of products – between Added Pharma B.V. (hereinafter: "Added Pharma") and the Customer. The Customer's general terms and conditions are expressly excluded.
2. Any derogations from these Terms and Conditions will only apply if they have been expressly recorded in writing.

Article 2 - Definitions

1. These Terms and Conditions use the following definitions, unless a different definition of the term is stated explicitly:
 - "Added Pharma": Added Pharma B.V., registered in the Netherlands, as well as any of its affiliates, subsidiaries and group companies, for example Added Pharma International BVBA, registered in Belgium, Added Pharma Limited, registered in the United Kingdom, Added Pharma Australia, based in Australia.
 - "Customer": Any legal entity or natural person with whom Added Pharma concludes or wishes to conclude an agreement, to whom or which Added Pharma makes an offer, or to whom or which Added Pharma delivers Products.
 - "Devices": Any apparatus, equipments or other devices, such as an (smart) injection filling device, pump or machine, designed to support medical processes or operations.
 - "In writing": Also includes e-mail correspondence.
 - "Medicinal Products": Substances or combinations of substances intended to treat, prevent or diagnose disease in humans, or to restore, correct or modify physiological functions.
 - "On-Call Delivery": A delivery arrangement whereby the Customer orders and Added Pharma delivers Products in partial deliveries upon the Customer's request.
 - "Product(s)": all goods supplied by Added Pharma, including but not limited to disinfectants, Medicinal Products, Devices, and any related items and products.

Article 3 - Quotations and execution of the agreement

1. All offers and quotations from Added Pharma are non-binding and valid for a period specified therein. If a quotation does not contain a period for acceptance, the quotations issued by Added

Pharma will be valid for a period of one month following their date of issuance, unless otherwise agreed.

2. Composite quotations do not oblige Added Pharma to deliver a part of the goods included in the offer at a proportionate price. If a quotation contains an obvious error or misstatement, Added Pharma cannot be held to such.
3. Added Pharma cannot be bound to a Quotation if the Customer knows or reasonably should have known that the Quotation issued by Added Pharma contains a mistake or typographical error.
4. An agreement will be concluded once a written quotation has been accepted. The agreement will also be concluded if Added Pharma has started to execute the order in accordance with the Quotation.
5. The Customer is responsible for the completeness and correctness of all specifications, information, and documents provided to Added Pharma. Any delay or cost arising from incorrect or incomplete information shall be borne by the Customer.
6. The Customer guarantees compliance with all applicable legal requirements, including, but not limited to, the Medicines Act, the GDP Directives and applicable European and national safety and quality requirements, both in transport, storage and further distribution. The Customer shall promptly report any discrepancies, quality or safety incidents to Added Pharma.

Article 4 – Delivery and Packaging

1. Delivery of Products shall be effected Delivered Duty Paid (DDP) (ICC Incoterms 2020), unless otherwise agreed in writing. Risk passes to the Customer or an auxiliary person of the Customer at the moment of delivery at the agreed location.
2. The Customer must ensure that someone is present at the delivery address specified by it on working days between 9.00 and 17.30 to receive the Products, failing which Added Pharma is entitled to charge additional delivery costs.
3. Costs for transport, including required special conditions, are included in the agreed price unless otherwise specified in the quotation. The manner in which the Products are packaged will be determined by Added Pharma.
4. Immediately upon receipt, the Customer shall store the Products in compliance with the prevailing professional standards.
5. The delivery periods of Added Pharma are indicative and cannot be considered deadlines. This means that exceeding the delivery period will not lead to the right to claim compensation. Added Pharma also has the right to deliver the Products in partial deliveries and to invoice these based on partial invoices.
6. The Customer must inspect the shipping package of the Products immediately upon receipt. Any complaints about the shipping package should be reported by the Customer in writing to Added Pharma within 24 hours after receipt, stating the nature and details of the complaint.
7. Return shipments of all Products are only permitted with the prior written permission of Added Pharma, subject to any conditions or instructions imposed by Added Pharma.
8. If the parties choose for On-Call Delivery, the total of the agreed Products must have been called on completely within the agreed period. Storage in case of On-Call Delivery will take place for the risk and account of the Customer.
9. The Products must be called on within three (3) months if no period for On-Call Delivery has been agreed on. If the Products have not been called on by the Customer within the agreed period, this period can be extended provided that the Customer has requested this in writing and Added Pharma has approved this request.
10. The Customer will be immediately in default if it fails to comply with its obligation to call on within the agreed period or the aforementioned periods set out in previous paragraphs. In this case, Added Pharma will have the right to fully or partially dissolve the agreement with immediate effect, without being required to provide any compensation for damage, interest, or costs. This will not affect the obligation of the Customer to provide compensation for any costs, damage, and loss of profits of Added Pharma and/or the right of Added Pharma to claim fulfilment.

Article 5 – Prices and Invoicing

1. All prices quoted by Added Pharma are exclusive of VAT.
2. Added Pharma will have the right to amend the prices in response to changes to price-determining factors, including at least the raw materials.
3. Invoices must be paid within thirty (30) calendar days from the invoice date, unless agreed otherwise in writing.
4. Volume-based pricing is subject to fulfilment of the projected quantities. If Added Pharma provides a quotation with the Customer based on an expected annual purchase volume, and the Customer ultimately purchases significantly fewer Products within the agreed period, Added Pharma reserves the right to retroactively adjust the unit price to reflect the actual volume purchased. Any resulting price difference shall be invoiced to the Customer.
5. The Customer will be in default by operation of law after the expiry of the payment period. The statutory (commercial) interest will be due on the exigible amount from the moment of the default of the Customer. From the moment of the default, the Customer will also owe the extrajudicial collection costs which Added Pharma incurred to collect the claim, with a minimum of EUR 250 (in words: two hundred and fifty euros).
6. Settlement by the Customer is not permitted, unless Added Pharma has given the Customer prior permission for this. The Customer waives the right to suspend the fulfilment of any obligation arising from these Terms and Conditions or the agreement.

Article 6 – Recall

1. If either party identifies or reasonably suspects that a delivered medicine poses a risk to public health and safety or otherwise does not comply with applicable laws and regulations, it shall immediately inform the other party. The parties will cooperate in good faith to mitigate the consequences and prevent further damage.
2. Added Pharma is entitled to initiate or coordinate a recall if and to the extent it is the Marketing Authorisation Holder (MAH) for the relevant Product, or if such recall is initiated upon instruction of the competent authority or the relevant MAH.
3. The Customer shall provide all necessary cooperation in the context of a recall, including (but not limited to) providing information on the distribution of the Products and facilitating the recall process.
4. If the need for a recall is due to a failure attributable to Added Pharma, Added Pharma shall bear the direct reasonable costs of the recall, being the reasonable costs for transport, storage, and destruction of the affected Products. Added Pharma shall not be liable for consequential damages unless caused by wilful misconduct or gross negligence.
5. The Customer shall promptly notify Added Pharma in writing of any actual or potential safety risk relating to the Products, any suspected non-compliance with applicable laws and regulations, or any other circumstances that could reasonably necessitate (or give rise to) a product recall. The Customer guarantees that it has an adequate traceability system in place to enable the swift identification and recall of Products. The Customer shall provide all reasonable cooperation during a recall, including providing relevant documentation regarding the production, distribution, and sale of the affected medicines.

Article 7 – Provision for Resellers

1. In the event that the Products are intended for resale by the Customer, such resale to Customer's buyers shall be at Customer's own expense and risk. A Customer acting as a reseller of the Products shall be solely responsible for fulfilling its (legal) obligations towards its (end)customers.
2. Any cooperation between the reseller and Added Pharma shall be on a non-exclusive basis, unless explicitly agreed otherwise in writing. Added Pharma shall be entitled to appoint multiple resellers of its Products without any geographical restrictions.

Article 8 – Reservation of ownership

1. All Products delivered by Added Pharma will remain its property until the Customer has met all its payment obligations vis-à-vis Added Pharma based on any agreement concluded with Added Pharma concerning the delivery of Products and/or claims in relation to a failure to fulfil such agreement.
2. The Customer will at all times cooperate with the exercise of Added Pharma's rights, including granting access to the Customer's premises, buildings or locations for the repossession of the delivered Products by Added Pharma.
3. The Customer is not authorised to sell, pledge or otherwise encumber the Products subject to the reservation of ownership. If third parties seize the Products delivered or wish to establish or assert rights thereon, the Customer is obliged to immediately inform Added Pharma thereof.
4. The Customer must store the Products for its risk and account after the delivery of the Products to the Customer. The Customer undertakes to insure and keep insured the Products delivered under retention of title against fire, explosion and water damage as well as against theft.

Article 9 – Liability

1. Any liability of Added Pharma, on whatever legal ground, shall be limited to the amount (exclusive of VAT) invoiced by Added Pharma to the Customer in the six (6) months preceding the event giving rise to liability, with a maximum of EUR 10,000 (in words: ten thousand euros) per year.
2. Added Pharma can only be held liable for direct damages. Added Pharma shall never be liable for indirect or consequential damages including consequential damages, delay damages, loss of profits, lost savings, loss of data, and damage due to business standstill and departures. The Customer indemnifies Added Pharma for all third-party claims related to actions or omissions by the Customer.
3. Added Pharma will not be liable if damage is caused by the improper use of the Products, in case of use in violation of the purpose of the Products, if the Products have been manufactured in accordance with the instructions of the Customer, or if the Customer or third parties have modified the Products. The Customer indemnifies Added Pharma against any claims by third parties in these cases.
4. The Customer must immediately inform Added Pharma of the damage in writing, but never later than within fourteen (14) calendar days following the occurrence of the damage or following the moment on which the Customer should have reasonably become aware of the (occurrence of the) damage.
5. All claims based on compensation or any other ground of the Customer vis-à-vis Added Pharma will expire after a period of one (1) year following the moment on which the Customer became aware, or should reasonably have become aware, of the damage or claim and if the Customer has not claimed compensation within this period.
6. This provision also covers all warranty obligations.
7. In the event of shortages of Products supplied by Added Pharma, Added Pharma undertakes to use commercially reasonable efforts to assist the Customer in identifying alternative sources or solutions. However, Added Pharma does not guarantee the availability or timely delivery of substitute Products, nor will Added Pharma be liable for the consequences of any shortage. Any additional costs arising from the procurement of alternatives shall be borne by the Customer unless otherwise expressly agreed in writing.
8. This article does not apply if the damage is the result of the intent or deliberate recklessness of Added Pharma or the management of Added Pharma.

Article 10 – Force Majeure

1. Any shortcoming in the fulfilment of any obligation vis-à-vis the Customer by Added Pharma cannot be attributed to Added Pharma in case of a circumstance, foreseen or unforeseen, independent of the will and/or control of Added Pharma, due to which the fulfilment of its

obligations vis-à-vis the Customer is fully or partially impeded or due to which fulfilment cannot reasonably be demanded of Added Pharma, in addition to the provisions of Article 6:75 DCC.

2. Circumstances as set out in the first paragraph will at least include: (the risk of) war, terrorist attacks, riots or disturbances, pandemics or epidemics, illness, government measures, transport bans, trade and transport restrictions, weather conditions, fire, strikes, power outages, telecommunications disruptions, disruptions in electronic messaging networks, shortages of or problems with raw materials, packaging materials or other production resources, problems with transport by road, rail, air or water, and failures by its suppliers – including if any of these circumstances occur at one of the suppliers of Added Pharma.
3. If a situation of force majeure occurs, Added Pharma will have the right to suspend the obligations of the agreement as long as Added Pharma is unable to fulfil its obligation. Added Pharma will have the right to dissolve the agreement if the situation has lasted for thirty (30) calendar days. The Customer will have the right to dissolve the agreement at no cost if the situation has lasted for more than ninety (90) calendar days. The Customer will never be entitled to compensation for damage, including if Added Pharma enjoys any benefits due to the situation of force majeure.

Article 11 – Intellectual property

1. All intellectual property rights, including but not limited to copyrights, trademark rights, patent rights, design rights, and know-how, vested in or relating to the Products, manuals, documentation, training materials, and any related information supplied by Added Pharma, shall remain the exclusive property of Added Pharma or its licensors. None of these rights shall transfer to the Customer upon delivery of the Products.
2. The Customer is strictly prohibited from reproducing, publishing, distributing, or otherwise making available or exploiting any part of the foregoing, except to the extent expressly permitted in writing by Added Pharma.
3. Any infringement of these rights by the Customer provides Added Pharma with the right to immediately suspend its obligations, and to claim full compensation for all resulting damages, without prejudice to any other rights and remedies available under law.
4. The Customer indemnifies Added Pharma against any claims by third parties concerning an infringement of an intellectual property right if the Products are manufactured based on the specifications or instructions of the Customer. In this case, Added Pharma will have the right to cease the production and/or delivery of the Products in question. The Customer is obliged to provide compensation for all resulting damage and costs, including any costs of proceedings.

Article 12 – Cybersecurity (NIS2)

1. To the extent that Added Pharma falls within the scope of the NIS2 Directive and the resulting national legislation, Added Pharma commits to complying with the required cybersecurity measures, incident response procedures, and reporting obligations.
2. Customer is solely responsible for implementing and maintaining appropriate technical and organizational security measures to protect its systems, networks, and data, in compliance with applicable laws and regulations.
3. Added Pharma shall not be liable for any damages resulting from insufficient security measures on the part of the Customer. Customer shall indemnify and hold Added Pharma harmless against all third-party claims arising from a security incident caused by Customer, its employees, or third parties acting on behalf of Customer.
4. In the event of a cyber incident or security breach that may impact Added Pharma's systems or data, Customer must report this to Added Pharma without undue delay, and in any case within 12 hours.
5. Customer is required to fully cooperate with investigations and/or remedial measures conducted by Added Pharma, third parties engaged by Added Pharma, or the competent authority. Customer shall promptly, in any case within 12 hours, provide all relevant information necessary for such reporting.

6. Added Pharma is entitled to temporarily suspend the delivery of Products in the event of a security incident or an imminent breach.

Article 13 – Grounds for termination

1. The Customer is required to immediately inform Added Pharma in writing in the following cases:
 - if the Customer has applied for (provisional) suspension of payments;
 - if the bankruptcy of the Customer has been requested;
 - if the Customer has fully or partially transferred, liquidated, or shut down (parts of) its company;
 - if preservatory or executory attachment is levied on the assets of the Customer;
 - if changes have taken place to the power to control of the Customer;
 - or if the Customer can reasonably estimate that one of the situations set out above will occur or is likely to occur.
2. In case of the circumstances set out above, the claims (to be increased by interest, damage, and costs) of Added Pharma vis-à-vis the Customer will be immediately and fully exigible, and Added Pharma will have the right to terminate the agreement concluded with the Customer with immediate effect without being required to provide any form of compensation (for damages).

Article 14 – Applicable law and competent court

1. These Terms and Conditions, as well as any other agreement between the Customer and Added Pharma, shall be governed by and construed in accordance with the laws of the Netherlands.
2. All disputes arising out of or in connection with these Terms and Conditions and/or any other agreement between Customer and Added Pharma will exclusively be submitted to the competent court of 's-Hertogenbosch, the Netherlands.

CHAPTER B: SALE AND DELIVERY OF (MEDICINAL) PRODUCTS

Article 15 – Qualifications of staff

1. The Customer shall ensure that all personnel involved in handling, storing, transporting, administering, or otherwise working with the Products have received appropriate training.
2. The Customer bears full responsibility for compliance with this obligation and shall indemnify Added Pharma against any claims, damages, or costs resulting from non-compliance by the Customer or its personnel/staff.

Article 16 – Storage and preservation obligations

1. The Customer is fully responsible for proper storage and preservation of the Products after delivery, including maintenance of designated environmental conditions (e.g. temperature, humidity, contamination risk), as set out in product information and/or instructions of Added Pharma.
2. The Customer acknowledges that the Products should be stored in accordance with the applicable conditions and standards to maintain the shelf-life. Added Pharma is not liable for any loss of quality, efficacy, or fitness for purpose of the Products after delivery that is attributable to inadequate storage, handling, or preservation by the Customer.

Article 17 – Regulatory Compliance

1. For Medicinal Products requiring special handling, both parties shall comply with the applicable Good Distribution Practice (GDP) guidelines.
2. The Customer warrants that it will only acquire Products for the uses and within the channels permitted under the applicable laws.
3. The Customer undertakes to use and process the Products exclusively in accordance with applicable professional standards. For Products used in critical environments (such as operating rooms), the Customer bears full responsibility for correct dosage, application, and any associated risk resulting from non-compliant use.
4. The Customer indemnifies Added Pharma against any claims, damages, or costs resulting from improper use, inadequate storage, or failure to follow product-specific instructions after delivery.
5. If the Products consist of or (partly) relate to hazardous substances, transport, storage, processing and destruction shall only take place in accordance with these laws and regulations. The Customer shall adequately instruct its own personnel on safe handling and is responsible for compliance with the relevant occupational health and safety and environmental regulations.

CHAPTER C: SALE AND MAINTENANCE OF DEVICES

Article 18 – Training and certification

1. The Customer acknowledges that the Device may only be operated by personnel who have successfully completed the training provided by Added Pharma and have been certified for use.
2. Upon delivery of the Device, Added Pharma will schedule one initial basic training to the Customer's designated staff.
3. The Customer is responsible for ensuring that any newly appointed or additional personnel, intending to use the Device, complete a training session with Added Pharma in a timely manner. Any costs for follow-up training or additional training shall be borne by the Customer.
4. Failure to meet the training and certification requirements is entirely at the risk of the Customer. Added Pharma is not liable for any damage resulting from usage by untrained or uncertified users.
5. The Customer is obliged to follow the user instructions provided by Added Pharma and to ensure that users remain consistently familiar with such instructions. It is not permitted to use the Device in any manner contrary to the manual.
6. Violation of the aforementioned provisions may result in immediate suspension of the obligations of Added Pharma, without prejudice to the right to dissolve the agreement.

Article 19 – Maintenance

1. The Customer is not permitted to operate the Device without having periodic maintenance carried out in accordance with the maintenance contract and usage intensity, performed by Added Pharma. The Customer is not allowed to perform such maintenance itself or have it carried out by third parties.
2. The Customer is obliged to have a valid maintenance contract with Added Pharma, with a minimum frequency as agreed according to the actual use of the Device, but at least twice per year, unless otherwise agreed in writing.
3. In the event that the Customer fails to (timely) carry out required maintenance, the Customer will assume full risk of damage, malfunction or accidents. All claims against Added Pharma will lapse in such cases.

Article 20 – Warranty

1. Added Pharma warrants that the Device, upon delivery and for a period of twelve (12) months thereafter, is free from material defects in workmanship and materials, provided that the Device is used, maintained and serviced strictly in accordance with Added Pharma's instructions, the user manual, the quotation, the agreement, and these Terms and Conditions. This warranty only offers a repair of the Device, replacement of the Device or compensation for the Device, such as at the discretion of Added Pharma, provided that the defect is reported by the Customer in writing within the warranty period and within ten (10) days after discovery of the defect. The warranty does not offer compensation for or payment of other claims or compensatory amounts.
2. Shortcomings that are the result of deviating use or other incidents or factors attributable to the Customer or which are for its risk and account are not covered by this warranty. The warranty obligation shall lapse in the event of:
 - use of the Device by non-trained or non-certified users;
 - use of the Device in contravention of the user manual or safety instructions;
 - failure to enter into or to duly perform the required maintenance contract;
 - unauthorised modifications, repairs or interventions by third parties.
3. The warranty shall be expressly subject to the condition that all maintenance obligations as described in the previous article are timely and fully performed by Added Pharma, and that all users are adequately trained and certified as specified in this chapter.

