

General terms and conditions of sale and delivery Conec Care B2B/business deliveries

Article 1 Definitions

- 1.1 Conec Care: the private company Conec Care BV, registered in the trade register of the Chamber of Commerce under number 80306055, established in Arnhem at the address Hondiusstraat 28L, 6827 DE
- 1.2 Buyer: any natural person and/or legal entity acting in the course of a profession or business and with whom Conec Care concludes an agreement.
- 1.3 Products: One or more products offered by Conec Care.
- 1.4 Days: calendar days.

Article 2 Applicability

- 2.1 These general terms and conditions apply to all offers, order confirmations, agreements and deliveries to which Conec Care is a party and whereby the contract is not entered into with a consumer, but with a legal entity and/or natural person acting in the exercise of a profession or business.
- 2.2 Deviations from and additions to the present general conditions are only binding for Conec Care if they have been agreed in writing between Conec Care and the Buyer.
- 2.3 If one or more provisions of these general terms and conditions prove to be contrary to the law, the other provisions of these general terms and conditions shall remain in full force.

Article 3 Offers

- 3.1 All offers made by Conec Care are without obligation, unless the offer contains a term for acceptance, in which case the offer is cancelled after this term.
- 3.2 All advertisements issued by Conec Care are to be considered as an invitation to Buyer to make an offer.
- 3.3 Revocation of all offers made by Conec Care is possible at any time, unless the offer contains a term for acceptance.
- 3.4 An offer made by Conec Care in which a period for acceptance is included expires if the product to which the offer relates is no longer available in the period between the making of the offer and the period of acceptance.
- 3.5 Orders and instructions placed by Buyer with Conec Care always count as an offer made by Buyer. Also, any other explicit statement made by Buyer indicating which products Buyer wants to receive, is always an offer made by Buyer.

Article 4 Conclusion of agreement

An agreement is concluded between Conec Care and the Buyer if the Buyer expressly accepts the offer made by Conec Care, which includes a deadline for acceptance.
Conec Care's offer, which includes a term for acceptance, is expressly accepted by the Buyer or if the offer made by the Buyer, whether or not in response to a non-binding quotation issued by Conec Care, is expressly accepted by Conec Care in writing.

Article 5 Purchase price

- 5.1 Conec Care delivers its products to consumers and business relations. Therefore, all prices on the website include VAT. In offers and agreements with business relations, Conec Care can deviate from this and mention the price excluding VAT. In that case, it is clearly indicated that the price is exclusive of VAT.
- 5.2 If a price in an offer is based on data provided by Principal and these data prove to be incorrect, Provider has the right to adjust the prices to the prices reasonably associated with the correct data, even after the Agreement has already been concluded.
- 5.3 All prices mentioned in Contractor's offer are subject to typing and calculation errors.

Article 6 Delivery

- 6.1 The products purchased by the Buyer from Conec Care are, if in stock, delivered to the Buyer within 4 (four) working days after the agreement between Conec Care and the Buyer was concluded. If products are not in stock, Conec Care will set a further date for delivery in consultation with the Buyer.
- 6.2 The term of delivery mentioned in the previous section is never a deadline, unless Conec Care and the Buyer have expressly agreed otherwise in writing. Exceeding the delivery period mentioned in the previous section never entitles the Buyer to any compensation or the right to non-fulfilment of any obligations arising from the agreement concluded between Conec Care and the Buyer.

- 6.3 For orders Conec Care can charge delivery costs
- 6.4 If, for any reason, the Buyer wishes to receive the products purchased from Conec Care earlier than within four working days after the conclusion of the agreement, the related (delivery) costs will be directly charged to the Buyer. Before charging these costs directly to the Buyer, Conec Care will send the Buyer an estimate of the aforementioned costs.

Article 7 Payment

- 7.1 The Buyer must pay invoices from Conec Care within 30 (thirty) days after the date stated on the invoice, unless a different payment term has been agreed in writing between Conec Care and the Buyer.
- 7.2 Any risks and/or costs associated with a giro payment are at the risk of the Buyer.
- 7.3 If the Buyer does not fulfil his payment obligation(s) to Conec Care, or does not do so on time and/or properly, the Buyer will be in default by operation of law (without notice of default or judicial intervention). As from that moment, all Conec Care's claims against the Buyer will be immediately due and payable. Conec Care is also entitled to repossess the products already delivered to the Buyer. The Buyer provides Conec Care with all cooperation in the retrieval of these products by opening the room(s) in which the products are located.
- 7.4 In the event of late payment, the Buyer will also owe Conec Care, as referred to in section 1 of this article, interest equal to the statutory commercial interest.
- 7.5 Any objections of the Buyer to the amounts charged by Conec Care must be communicated in writing to Conec Care within 8 days from the date of invoice, in default of which the Buyer's right to complain shall cease to exist.

Article 8 Transfer of risk and ownership

- 8.1 The risk of loss, theft and damage in respect of the products to be delivered by Conec Care to the Buyer will pass to the Buyer at the time the goods are delivered within the meaning of Article 6.3 of these General Terms and Conditions.
- 8.2 Notwithstanding the provisions of the previous paragraph, Conec Care retains ownership of all products it delivers to the Buyer until such time as the Buyer has fulfilled all its payment obligations in respect of Conec Care.
- 8.3 The Buyer is not authorised to pledge the products delivered to him by Conec Care under retention of title to third parties, to transfer (ownership) of these products to third parties and/or to use or process these products, until the Buyer has fulfilled all his payment obligations and other obligations vis-à-vis Conec Care.

Article 9 Complaints and returns

- 9.1 Immediately upon receipt of the products, the Buyer is obliged to inspect the delivered products, or have them inspected. Complaints about delivered products should be reported in writing to Conec Care within 14 (fourteen) days after delivery and notification should be as detailed as possible. If complaints about products are not reported within the aforementioned period, the Buyer is no longer entitled to repair, replacement or compensation of the products.
- 9.2 Return shipments by Buyer will only be accepted by Conec Care if the provisions in article 9.1 are met, the products are undamaged and are returned in the original packaging with due haste.
- 9.3 Products with a shelf life of less than one year cannot be returned to Conec Care.

Article 10 Liability

- 10.1 If it is established that products are defective and do not comply with the agreement and if the Buyer has filed a complaint in this respect on time, Conec Care will replace or take care of repairing the defective products or pay a replacement fee to the Buyer, all this at the discretion of Conec Care, within a reasonable period of time after receipt of the products or, if return is not reasonably possible, after written notification of the defect by the Buyer. In the event of replacement or compensation of the product, the Buyer is obliged to return the item to be replaced to Conec Care and transfer ownership of the product to Conec Care, unless Conec Care expressly indicates otherwise.
- 10.2 Conec Care is never liable for any damage that is caused by errors or defects of the Buyer himself, errors in or the lack of information to be provided and entered by the Buyer, or for any damage suffered by the

Buyer as a result of the use of the products provided by Conec Care in an incorrect or unauthorised manner or errors in information provided by third parties that Conec Care uses in the context of the provision of products on the basis of the agreement entered into by Conec Care and the Buyer, If the defect is caused as a result of or arising from injudicious or improper use of the products or use after the expiry date, improper storage or maintenance of the products by the Buyer and/or third parties, the introduction by the Buyer and/or third parties of changes to the products without the written consent of Conec Care, the attachment of other products to the products that should not be attached thereto or the processing or treatment of the products in a manner other than prescribed.

- 10.3 Any liability of Conec Care for indirect or consequential damages of Buyer, including but not limited to third-party claims, loss of sales, loss of customers, contracts and opportunities or other business or intangible damages, is expressly excluded.

Article 11 Force majeure

- 11.1 Conec Care is not obliged to fulfil any obligations towards the Buyer if it is hindered in doing so as a result of a circumstance that is not due to its fault and for which it cannot be held accountable by virtue of the law, a juristic act or a generally accepted opinion.
- 11.2 In these general conditions, force majeure is understood, in addition to its meaning in the law and jurisprudence, as all external causes, foreseen or unforeseen, over which Conec Care has no influence, but as a result of which Conec Care is unable to fulfil its obligations, including strikes in the company of Conec Care and/or third parties engaged by it. Conec Care is also entitled to invoke force majeure if the circumstances that prevent (further) performance of the Agreement arise after Conec Care should have fulfilled its obligation.
- 11.3 Conec Care can suspend the obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate damage to the other party.

Article 12 Cancellation/Termination of the Agreement

- 12.1 If the Buyer fails imputably in the fulfilment of one of its obligations, Conec Care is entitled to dissolve the agreement in whole or in part.
Conec Care is entitled to terminate the agreement in whole or in part, at the option of Conec Care and always with retention of any right to which Conec Care is entitled. Dissolution, in whole or in part, by Conec Care shall be effected by means of a written statement.
- 12.2 In the event of bankruptcy, suspension of payments and/or liquidation of the Buyer's business, Conec Care is entitled to terminate the agreement without further notice of default and without judicial intervention, without being liable for any compensation.

Article 13 Deviant stipulations

In case of conflict between a provision in the general conditions and a provision in the special provisions between Buyer and Conec Care, the provision in the special provisions will prevail.

Article 14 Applicable law and competent court

- 14.1 Dutch law is applicable to all quotations, offers, acceptances, agreements, services and all other legal acts of Conec Care.
- 14.2 All disputes that may arise from the conclusion or the execution of the agreement between Conec Care and Buyer will be settled by the competent court in Arnhem.