

GENERAL TERMS & CONDITIONS

Article 1:

These terms & conditions represent the entire agreement between GYNÉTICS MEDICAL PRODUCTS N.V. and the customer.

No deviations from these general terms & conditions will be permitted, unless this deviation has been explicitly provided for in writing in the specific terms & conditions or if this deviation is apparent from a written document issued by the management of GYNÉTICS MEDICAL PRODUCTS N.V.

These general terms and conditions are applicable to all offers, orders, agreements concerning purchases and sales and supply of, with and by GYNÉTICS MEDICAL PRODUCTS N.V.

The client's general terms & conditions are explicitly excluded.

The application of these general terms & conditions will be accepted by the client through the single fact of concluding a purchase agreement or accepting a delivery.

GYNÉTICS MEDICAL PRODUCTS N.V. reserves the right to amend these general terms & conditions in accordance with changes in its trading policies and economic and legal necessity. The new general terms & conditions will come into effect immediately as soon as the purchaser has been notified.

Any potential nullity of a single article in these general terms & conditions or a part of the articles does not detract from the validity of the remaining articles which will remain fully in force in respect of the parties.

Article 2 – Creation of the agreement:

All offers as provided by GYNÉTICS MEDICAL PRODUCTS N.V. are entirely issued without any commitment and an agreement will only come into existence following written confirmation on behalf of the company of an order or order confirmation from the contractor/client, or where GYNÉTICS MEDICAL PRODUCTS N.V. implements an order.

Any images, drawings, measures, weights, etc. provided with an offer apply as an approximation, unless GYNÉTICS MEDICAL PRODUCTS N.V. has explicitly stated that these should be considered as an accurate representation.

Any orders accepted by our representatives are only binding once they have been confirmed by us in a written order confirmation.

Article 3 – Prices:

All prices are exclusive of V.A.T. and all applicable taxes or government levies are to be borne by the client.

Following any delays in payment of invoices any other current debts owed by the client will become immediately payable by legal and without any further notice of default.

The prices associated with an order will correspond to the latest price list issued by GYNÉTICS MEDICAL PRODUCTS N.V.

All prices may be amended at any time. The client will be notified in writing or by email of the new price structure at least 1 month before it comes into effect.

If the client does not accept the new price structure, he has the option of terminating the agreement by registered letter. Should our company not receive this contract termination before the new price structure comes into effect, then the client will be deemed to have agreed to the new price structure.

Article 4 – Delivery:

In the event that the latest delivery date has been provided on the order form, this will only be applied strictly in accordance with the following.

Should the vendor not deliver the sold items by the latest delivery date then the purchaser is entitled to demand by registered letter that the contract is executed within a period of 2 months after the date of postage. Should the vendor still remain in default after this 2 month period, the purchaser has the option of immediately terminating the agreement by law, provided that the vendor is duly notified. In this event he will be entitled to have all payments already made returned.

However, the previous paragraph is not applicable if the delivery date cannot be achieved due to normal, unforeseeable circumstances, which are beyond the vendor's control, and where he has informed the purchaser of these circumstances within 14 days after they arose and no later than the latest delivery date.

Article 5 – Transport:

The delivery will take place ex-works for sales. The risk associated with the item will be transferred to the purchaser at the point at which it is made available by the vendor. Irrespective of the stipulation in the previous section, the purchaser and vendor may agree for the vendor to provide the transport. The risk of storage, loading, transport and unloading will, in this event, also lie with the purchaser. The purchaser is entitled to take out insurance to cover these risks.

Article 6 – Complaints:

Article 6.1 –Quantities:

The quantities should be checked by the purchaser on the day of delivery and any potential errors need to be reported to the vendor by registered letter on the same day or comments should be noted directly onto the delivery note.

If the purchaser fails to do this he will lose all options of recovery in respect of errors in quantities and the quantity delivered will be deemed to be correct and evidence to the contrary will not be admitted.

Article 6.2 – Potential defects:

Each delivery will be inspected immediately by the purchaser on receipt.

Any complaints regarding the delivery must be received by us no later than 5 working days after receipt of the goods by registered letter.

This letter should contain a detailed and exhaustive summary of the defects.

Any use of the goods, including only part of the delivery, presumes acceptance of the goods.

Article 7 – Payments:

Payments should be received no later than 30 calendar days after the invoice date unless differently corresponded.

Interest on non-payment will be due amounting to 10% per year on top of the unpaid invoice amount should any invoice not be paid within the period determined. This will be due by law and without prior default notification from the expiry date.

Furthermore, a fixed sum for compensation for damages will also be owed by law and without prior default notification amounting to 10% of the invoice amount still outstanding (with a minimum of 40 EUR) as a compensation claim, notwithstanding the creditor's right to claim a higher level of compensation on the condition that evidence is furnished demonstrating a greater level of actual damage incurred.

We reserve the right to suspend all current orders from being implemented due to non-payment by the expiry date for whatever reason or where correct and undamaged goods have to been delivered and these are not accepted. This right will be implemented without prior default notification and compensation for damages.

Article 8 – Dissolution:

All order cancellations need to be provided in writing.

In the event that the purchaser cancels an order, a fixed level of compensation amounting to 30% of the price of the order including V.A.T. will be owed, with the condition that additional damages may be claimed if these can be supported.

This compensation covers the vendor's fixed and variable costs and any potential loss of profit.

The potential costs of delivery are not included in the fixed 30% compensation and will therefore also be charged to the purchaser.

Article 9 – Warranty – liability:

GYNÉTICS MEDICAL PRODUCTS N.V. guarantees that all CE marked products for sales are sterile and provide a shelf life of at least 12 months before sales unless mutual agreed upon.

The vendor will provide a guarantee that his products correspond to the description of the products provided to the purchaser by GYNÉTICS MEDICAL PRODUCTS N.V. via the catalogue, analytical details or other documents.

This guarantee is exclusive and GYNÉTICS MEDICAL PRODUCTS N.V. will not provide any other guarantee explicitly or implicitly including any implicit guarantee regarding the saleability or suitability for a specific purpose.

The guarantees provided by GYNÉTICS MEDICAL PRODUCTS N.V. associated with this sale will not apply if GYNÉTICS MEDICAL PRODUCTS N.V. has determined, in its own opinion, that the purchaser has misused the products, in whatever way, that he has failed to use the products in accordance with industry standards, or that he has failed to use the products in accordance with any potential guidelines for use issued by GYNÉTICS MEDICAL PRODUCTS N.V.

The only and exclusive liability for GYNÉTICS MEDICAL PRODUCTS N.V. and the exclusive recourse for the purchaser regarding the products, which have been demonstrated to the vendor's satisfaction to be defective or non-compliant, will consist of the replacement of these products without costs or return of payment, according to the exclusive decision by GYNÉTICS MEDICAL PRODUCTS N.V. and following the return of these products in accordance with GYNÉTICS MEDICAL PRODUCTS N.V.'s guidelines.

GYNÉTICS MEDICAL PRODUCTS N.V. will under no circumstances be liable for any incidental damage or consequential damage or any particular damage of whatever nature or through whatever use of defect of the products, even where GYNÉTICS MEDICAL PRODUCTS N.V. had been made aware of the possibility of damage such as this, including and not limited to any limited liability for loss of use, loss of work and production, loss of income or profit, lack of opportunities for savings to be made, loss of the product by the purchaser or other uses or liability for the purchaser in respect of third parties through these losses or for any work or any other costs.

The same applies for damage or loss caused by these products including personal injury or damage to properties, unless the personal injury or damage to properties is caused by gross negligence on behalf of GYNÉTICS MEDICAL PRODUCTS N.V.

All claims should be submitted within 3 months after delivery, irrespective of their nature.

Article 10 – Retention of title:

The goods delivered remain the property of the vendor until the principal sum, costs and interest have been paid in full.

Notwithstanding the retention of title, the purchaser will bear the full risk for any loss, destruction and damage from the point the goods are received ex-works.

As long as a retention of title rests on the goods delivered, the purchaser is not authorised to pledge or encumber the goods in any way. The purchaser is, however, authorised to transfer the rights to the goods delivered as part of its normal business procedures. The purchaser is obliged to store those goods whose title has not been transferred separately from other keeps, and to clearly identify them as the property of GYNÉTICS MEDICAL PRODUCTS N.V.

Irrespective of any other rights belonging to GYNÉTICS MEDICAL PRODUCTS N.V., the purchaser is hereby irrevocably authorising GYNÉTICS MEDICAL PRODUCTS N.V. to reclaim any goods delivered by GYNÉTICS MEDICAL PRODUCTS N.V. at the first request, without any default notification or judicial intervention, should the purchaser not properly observe the payment obligations entered into with GYNÉTICS MEDICAL PRODUCTS N.V. or fail to do so in a timely fashion, whereby the purchaser gives GYNÉTICS MEDICAL PRODUCTS N.V. prior permission to enter all locations in and around the purchaser's business.

Article 11 – Force Majeure:

Any force majeure or mishap releases our company by law from any obligations without recourse to compensation for damages.

In the event that our company is dependent on deliveries by third parties the above stipulations are also applicable in the event of a force majeure or mishap in respect of our supplier which may lead to delays in the delivery.

The following are considered to be force majeure: Accidents, material damage, exceptional traffic problems, exceptional weather conditions, etc.

The summary above should be viewed only as examples.

The parties have the opportunity of cancelling the agreement without any compensation for damages owed to either party, should the force majeure last for a period of at least 120 days, or it has been established that it will last this long.

Article 12 – Disputes:

Belgian law is applicable to the agreement and consequences of the agreement concluded between the parties.

In the event of a dispute the courts of the district in which the registered office of GYNÉTICS MEDICAL PRODUCTS N.V. is located have exclusive jurisdiction.

Article 13:

That the original terms and conditions of sale have been drafted in Dutch and other texts are merely a translation, and as such, the Dutch text will take precedence where there are any potential interpretation problems.