

## GENERAL TERMS AND CONDITIONS

### Article 1:

These general terms and conditions apply solely and exclusively to the contractual relationship that has been formed between GYNÉTICS MEDICAL PRODUCTS NV and its co-contractors.

No deviations from these terms and conditions will be permitted unless this deviation is evidenced by a written document emanating from the management board (business manager) of GYNÉTICS MEDICAL PRODUCTS NV.

These general terms and conditions form part of all quotations or offers emanating from GYNÉTICS MEDICAL PRODUCTS NV and consequently apply to all orders in that connection that reach GYNÉTICS MEDICAL PRODUCTS NV in any manner whatsoever.

Consequently, they also apply to the agreements concluded between GYNÉTICS MEDICAL PRODUCTS NV and the co-contractors and the resulting deliveries and other obligations.

The co-contractors shall accept the applicability of these general terms and conditions without reservation pursuant to either the conclusion of an agreement with GYNÉTICS MEDICAL PRODUCTS NV or the acceptance of the delivery performed on that basis.

GYNÉTICS MEDICAL PRODUCTS NV reserves the right to amend these general terms and conditions in accordance with its commercial policies and economic requirements.

The new general terms and conditions will immediately enter into effect from the time that they are notified to the co-contractors.

If all or part of the provisions of these general terms and conditions are null and void this shall not affect the validity of the remaining provisions, which shall retain their full force.

### Article 2: Conclusion of the agreement

All quotations/offers issued or sent by GYNÉTICS MEDICAL PRODUCTS NV are entirely without obligation and an agreement will only be concluded following written confirmation by GYNÉTICS MEDICAL PRODUCTS NV of an order or an order confirmation from the co-contractor or if GYNÉTICS MEDICAL PRODUCTS NV implements an order.

The images, drawings, dimensions, stated weights and so on are approximate unless GYNÉTICS MEDICAL PRODUCTS NV has expressly stated that these may be deemed a precise statement.

### Article 3: Pricing

All prices are exclusive of VAT and any taxes or duties or other levies shall be borne by the customer/co-contractor (including duties and levies in relation to the import or potential export of goods bought from GYNÉTICS MEDICAL PRODUCTS NV).

If an invoice is not paid by the due date, other invoices that have not yet fallen due as regards the co-contractor shall fall due automatically and without prior notice.

The prices applicable to the order are those in the most recently notified GYNÉTICS MEDICAL PRODUCTS NV price list. All prices are subject to change at any time. The new price structure shall be notified to the co-contractors or customers at least one (1) month before it enters into effect, by e-mail or via the website. If the customer/co-contractor does not accept the new price structure it has the opportunity to terminate the agreement by registered letter. If GYNÉTICS MEDICAL PRODUCTS NV has not received this notice or termination of the contractual relationship at the latest by the time when the new price structure enters into effect, the customer/co-contractor will be deemed to agree to this in full and unconditionally.

### Article 4: Delivery

If the final delivery date is stated on the purchase order this will apply in accordance with the following.

If the seller does not deliver the goods sold at the latest on the final delivery date then the buyer can demand performance of the agreement by registered letter within a time limit of two (2) months after sending of this letter. If the seller remains in default after expiry of this period of two (2) months the buyer has the possibility of cancelling the agreement immediately, subject to notification to the seller. In this case the buyer is entitled to claim back all amounts already paid subject to returning the goods already delivered in good condition, without GYNÉTICS MEDICAL PRODUCTS NV being liable for any compensation whatsoever. However, the previous paragraph does not apply if it is not possible to comply with the delivery date because of circumstances not known to GYNÉTICS MEDICAL PRODUCTS NV at the time when the agreement was concluded, and provided that it informs the customer/co-contractor thereof within a time limit of 14 days.

### Article 5: Shipment

Deliveries are made ex-works GYNÉTICS MEDICAL PRODUCTS NV (F.O.B.). The risk to the goods passes at the moment when the GYNÉTICS MEDICAL PRODUCTS NV makes these available to the buyer at its registered office. Regardless of the provisions of the previous paragraph, the buyer

and seller may agree that the seller shall arrange for the shipment. In this case the storage, loading, transport and unloading shall also be for the account and risk of the customer/co-contractor. The buyer/co-contractor can arrange to insure itself against the said risk at its own expense.

### Article 6: Complaints

#### Article 6.1: Quantities

The buyer shall check the quantities on the delivery date and any discrepancies must be notified to the seller on the same day by registered letter. This notification can also be sent by the buyer placing a note on the copy of the delivery note intended for the seller. The customer/co-contractor bears the burden of proof in this regard. If the buyer does not act as stated above, it shall forfeit any right of recovery on the basis of any inaccuracies as regards quantity and the quantity delivered as stated on the invoice will be deemed to be correct.

#### Article 6.2: Regarding potential defects

Every delivery must be checked by the buyer or its agent immediately on receipt.

Complaints regarding the delivery must be sent to GYNÉTICS MEDICAL PRODUCTS NV by registered letter at the latest within eight (8) working days after receipt of the goods.

This letter must include a detailed limitative summary or description of these defects.

Use of even a part of the delivery or selling this on in any manner whatsoever implies approval of the entire delivery by the buyer/co-contractor.

### Article 7: Payments

Payments shall be made prior to delivery at GYNÉTICS MEDICAL PRODUCTS NV's registered office, unless expressly agreed or notified otherwise.

In the event of non-payment of the invoice within the set term, late payment interest in accordance with the percentage provided for in Article 5 of the Act of 2 August 2002 shall automatically be payable on the unpaid invoice amount from the due date without prior notice of default.

Also lump-sum compensation shall be due automatically and without prior notice in the amount of 10% of the invoice amount to be paid (with a minimum of EUR 40.00) as a penalty clause, without prejudice to GYNÉTICS MEDICAL PRODUCTS NV's right to claim greater compensation, provided that it can furnish proof that the damage that has effectively been incurred exceeds this percentage.

If the buyer does not pay on the due date for any reason or does not take receipt of the delivered goods, GYNÉTICS MEDICAL PRODUCTS NV reserves the right to suspend execution of all current orders, without the need for prior notice of default or notification in this regard.

If the buyer fails to pay a single invoice on the due date, all other invoices, even those that are not yet due, shall become fully due and payable without any need for notice of default on the part of GYNÉTICS MEDICAL PRODUCTS NV.

### Article 8: Cancellation

Any cancellation of the order must be confirmed in writing. In the event of cancellation, the buyer/co-contractor shall be liable for a lump-sum payment of 30% of the price of the order, excluding VAT.

This payment will cover the seller's fixed and variable costs and potential lost profits.

Any delivery costs already incurred are not included in this lump-sum compensation and the buyer/co-contractor will have to pay these as such in addition to GYNÉTICS MEDICAL PRODUCTS NV.

### Article 9: Guarantee/liability

The seller guarantees that its products will comply with the description of these products as GYNÉTICS MEDICAL PRODUCTS NV has passed these on to the buyer/co-contractor in accordance with the catalogue, analytical data or other documents.

This guarantee is limited and GYNÉTICS MEDICAL PRODUCTS NV does not offer any additional warranty, whether explicit or implicit, including as regards the suitability of products that are sold for a specific efficient use.

The guarantees offered by GYNÉTICS MEDICAL PRODUCTS NV in connection with the goods sold do not apply if GYNÉTICS MEDICAL PRODUCTS NV has determined, in its view, that the buyer/co-contractor has in any way made incorrect use of the products or has failed to use or store the products in accordance with industrial norms or practices, or that it has failed to use or store the products in accordance with any instructions given by GYNÉTICS MEDICAL PRODUCTS NV.

The sole and exclusive liability of GYNÉTICS MEDICAL PRODUCTS NV and the buyer's recourse in connection with products where it has been sufficiently proven to the seller that they display defects or are non-compliant shall consist in replacing these products without additional costs for the buyer/co-contractor or the return of the price paid.

GYNÉTICS MEDICAL PRODUCTS NV is not liable under any circumstances for additional damage, consequential damage or special damage of any kind whatsoever caused by

any use of or defect in the products, such even if GYNÉTICS MEDICAL PRODUCTS NV was informed of the possibility that such damage could occur.

The same applies to damage or loss caused by such a product, including personal injury or property damage, unless the personal injury or property damage is caused by gross negligence on the part of GYNÉTICS MEDICAL PRODUCTS NV.

The latter must be proven either by the co-contractor or the third party, who bear the entire burden of proof in this regard.

All claims must be submitted to a court in accordance with the foregoing explanation against GYNÉTICS MEDICAL PRODUCTS NV on pain of nullity within three (3) months after the products have been sent.

GYNÉTICS MEDICAL PRODUCTS NV's liability is in any event limited to the amounts for which it has taken out product liability insurance, and the buyer/co-contractor is entitled to request a copy of this insurance contract on first request at the expense of GYNÉTICS MEDICAL PRODUCTS NV.

### Article 10: Retention of title and property rights

The delivered goods remain the property of the seller/GYNÉTICS MEDICAL PRODUCTS NV until full and final payment of the agreed price, if need be plus the late payment interest and costs incurred by GYNÉTICS MEDICAL PRODUCTS NV.

Notwithstanding this retention of title, the co-contractor/buyer shall bear the entire risk of loss, destruction and damage ex-works from the time that goods are dispatched.

As long as the delivered goods are subject to retention of title, the buyer/co-contractor is not authorised to pledge these or encumber them in any other way. However, the buyer is entitled to sell goods it has received after delivery in the context of its normal business operations. The buyer undertakes to keep goods whose ownership has not yet been transferred separate from other goods, clearly identifiable as the property of GYNÉTICS MEDICAL PRODUCTS NV.

Any insurance pay-out which the buyer/co-contractor may be able to claim in case of damage to these goods or in case of non-payment of a claim on the basis of the sale of such goods (credit insurance) shall revert to GYNÉTICS MEDICAL PRODUCTS NV in law until the time when the buyer/co-contractor can demonstrate that it has made full and final payment to GYNÉTICS MEDICAL PRODUCTS NV.

Notwithstanding the other rights vesting in GYNÉTICS MEDICAL PRODUCTS NV, the buyer/co-contractor irrevocably authorises GYNÉTICS MEDICAL PRODUCTS NV, if the buyer/co-contractor does not fulfil its payment obligations towards GYNÉTICS MEDICAL PRODUCTS NV, to take possession of the delivered goods wherever these may be, whereby the employees of GYNÉTICS MEDICAL PRODUCTS NV will be authorised with a view to the exercise of this right to gain access to the buyer/co-contractor's company buildings or other places where goods are stored or preserved.

The property rights which GYNÉTICS MEDICAL PRODUCTS NV holds as regards the delivered goods up to the time of the full and final payment of the purchase price shall pass to the claims which arise by substitution of property in the assets of the buyer/co-contractor as a result of the sale of these goods.

GYNÉTICS MEDICAL PRODUCTS NV acquires entire and complete title to such claims as a result.

### Article 11: Force majeure

Any situation of force majeure shall discharge GYNÉTICS MEDICAL PRODUCTS NV automatically without the buyer/co-contractor being able to exercise any right to compensation against it.

Force majeure is equated with a situation where a delivery or other undertaking to be made by GYNÉTICS MEDICAL PRODUCTS NV is delayed and could become impossible to execute because one or more co-contractors of GYNÉTICS MEDICAL PRODUCTS NV remain in default.

Therefore, force majeure includes: for example, accidents, broken equipment, unusual traffic delays, unusual climate circumstances, strikes, etc., without this list being exhaustive.

Both parties have the opportunity to terminate the agreement that has been reached without compensation if the situation of force majeure or equivalent situations as stated above continue during a period of 120 days.

### Article 12: Disputes

The agreement and the resulting obligations between the parties are governed by Belgian law.

If a dispute arises in connection with the agreement concluded by the parties or as regards the execution of the resulting obligations only the courts that have territorial jurisdiction for the registered office of GYNÉTICS MEDICAL PRODUCTS NV are authorised to take cognisance of actions arising from or relating to these.

### Article 13:

The original terms and conditions have been drawn up in the Dutch language. GYNÉTICS MEDICAL PRODUCTS NV has provided translations for the convenience of the co-contractor. In case of contradiction between the Dutch text and the translations, the former shall prevail.