

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
OF
SIRIUS MEDICAL SYSTEMS B.V.

Article 1 Definitions

1.1 In this document, "**Sirius Medical**" shall mean Sirius Medical Systems B.V., a private limited liability company under Dutch law, registered with the Dutch Chamber of Commerce under number 68134673, or its affiliated companies; "**agreement**" refers to these General Terms and Conditions of Sale and Delivery, together with the relevant order confirmations issued or agreements entered into by Sirius Medical, containing the conditions and provisions for the delivery of Goods and/or Services by Sirius Medical to the Customer; "**Goods**" shall mean among others the Sirius Pintuition System, as well as the product materials, spare parts, the design, the tools, equipment, software and licenses relating thereto and all related documentation offered and supplied by Sirius Medical; "**Services**" shall mean the services to be delivered by Sirius Medical that relate to (the use of) the Goods; and "**Customer**" shall mean any person or legal entity entering into an agreement with Sirius Medical.

Article 2 Applicability

2.1 These terms and conditions apply to all offers issued and/or agreements entered into by Sirius Medical with a Customer and the implementation thereof.

2.2 These General Terms and Conditions of Sale and Delivery apply to the exclusion of the general terms and conditions of purchase employed by the Customer. Deviating conditions or provisions shall only apply if expressly agreed upon and laid down in writing between Sirius Medical and the Customer, for each individual agreement.

2.3 The Customer with whom an agreement has been entered into subject to these General Terms and Conditions of Sale and Delivery, shall agree to the applicability of these General Terms and Conditions of Sale and Delivery to all further agreements, unless otherwise agreed in writing.

2.4 Sirius Medical reserves the right to renew and/or amend these General Terms and Conditions of Sale and Delivery at all times. The new general terms and conditions shall enter into force directly after the Customer has been notified of the new general terms and conditions. After notification, the new general terms and conditions shall also apply to all existing agreements between Sirius Medical and the Customer.

Article 3 Offers, orders and agreements

3.1 All offers from Sirius Medical shall be non-binding. Orders and the acceptance of offers by the Customer shall be irrevocable.

3.2 Sirius Medical shall only be bound if it has confirmed an order in writing, or has started with the implementation thereof.

3.3 Inaccuracies in the order confirmation from Sirius Medical must be notified in writing to Sirius Medical within two (2) days following the date of the order confirmation, in default of which the order confirmation shall be considered as correctly and completely reflecting the agreement and the Customer shall be bound thereby.

3.4 Verbal undertakings or agreements made by or with Sirius Medical's personnel shall only be binding upon Sirius Medical if confirmed in writing.

3.5 Sirius Medical shall be entitled to hire one or more third part(y)(ies) for the implementation of the order, at its own discretion.

3.6 These general conditions will apply in full to any amendments to the agreement.

Article 4 Data

4.1 The Customer guarantees the correctness, completeness and reliability of the data and information issued to Sirius Medical by the Customer or on its behalf. Sirius Medical shall not be required to check the correctness, completeness or reliability of the data issued to Sirius Medical.

4.2 Sirius Medical shall only be required to (further) implement the order if the Customer has issued all data and information requested by Sirius Medical.

4.3 If data necessary for the implementation of the agreement have not been made available to Sirius Medical, or have not been made available in time or in accordance with the agreement(s),

or if the Customer fails to fulfil its obligations in some other manner, Sirius Medical shall have the right to charge the costs originating as a result, according to its standard rates.

4.4 If and in as much as Sirius Medical suffers direct or indirect losses as a result of the fact that the data and/or information provided by the Customer are incorrect and/or incomplete, the Customer shall be required to fully compensate Sirius Medical for those losses.

Article 5 Conformity

5.1 All statements from Sirius Medical concerning quantities, quality, performance and/or other properties with regard to its Goods and Services are issued with the greatest possible care. However, Sirius Medical cannot guarantee that no deviations will occur in that respect. These statements shall therefore be considered approximations and are non-binding. Upon taking receipt of the Goods or upon provision of the Services, the Customer is required to check compliance with the quantities, quality, performance and/or other properties specified by or agreed with Sirius Medical.

5.2 Illustrations, description, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon Sirius Medical.

5.3 All technical requirements imposed by the Customer on the goods to be delivered and which deviate from normal requirements must be specifically notified by the Customer upon entering into the agreement.

5.4 Sirius Medical complies with all applicable EU, UN and national export control regulations prohibiting the sale of certain products and services to certain countries, individual companies and/or persons. Complying with these export control regulations can never cause a default from Sirius Medical.

5.5 Customer shall not supply Goods and/or Services on to third parties.

Article 6 Intellectual Property

6.1 All copyrights, model rights, brand rights, patent rights, database rights, semi-conductor rights, portrait rights, domain name rights, trade secrets and other (semi) intellectual property rights ("**Intellectual Property**") relating to the delivered Goods and/or Services, the design, the preparatory material and its names, and relating to anything developed, designed, manufactured or supplied by Sirius Medical shall accrue to and remain exclusively with Sirius Medical or its supplier.

6.2 With respect to the Intellectual Property, the Customer shall receive only a non-exclusive, non-transferrable, non-pledgeable and non-licensable user right, restricted to what is necessary for use of the Goods and the result of the Services for the intended purpose, and exclusively for its own use. Unless otherwise agreed in writing, the Customer shall not be permitted to reproduce, convert or to otherwise process content, materials or parts of the Goods or Services.

6.3 The Customer will in no way infringe the Intellectual Property.

6.4 If a dispute arises between Sirius Medical and the Customer concerning Intellectual Property, Sirius Medical shall be assumed as being right holder, in the absence of evidence to the contrary from the Customer.

6.5 The Goods or a material share of the Goods to be supplied by Sirius Medical according to its design may not be reproduced in the framework of any production process without the written approval of Sirius Medical, even if or in as much as Sirius Medical owns no copyright or enjoys no other legal protection on the Goods.

Article 7 Prices

7.1 The prices specified by or agreed with Sirius Medical are in euros and DAP (Delivery at Place, Incoterms 2020) at the agreed place of delivery and excluding VAT and other government-imposed charges, but including packaging costs, unless expressly agreed otherwise in writing.

7.2 If Sirius Medical accepts additional Services without a price having specifically laid down in the agreement for those Services, or if the order in question is below a scale/size determined by Sirius Medical, Sirius Medical shall be entitled to charge a reasonable fee for those Services.

7.3 The agreed prices are fixed for the term of the agreement.

Article 8 Delivery and packaging

- 8.1 The delivery times specified by and agreed with Sirius Medical are approximate and cannot qualify as strict deadlines. In the event of exceeding the delivery time, Sirius Medical shall not be required to pay compensation, nor shall the Customer have the right to not comply with or suspend any obligations arising from the agreement.
- 8.2 The delivery time is based on the working conditions applicable at the moment of entering into the agreement, and on timely delivery of the goods and/or services required by Sirius Medical. If, as a result of a change to working conditions and/or late delivery of goods and/or services required by Sirius Medical, a delay occurs, the delivery time shall be extended as long as necessary.
- 8.3 In the event of non-compliance by the Customer with any obligation arising from the agreement or cooperation demanded of the Customer with regard to implementation of the agreement, the delivery time will be extended by the duration of the delay occurring on the part of Sirius Medical as a result of this non-compliance.
- 8.4 Sirius Medical will deliver the Goods DAP (Delivery at Place, Incoterms 2020) at the agreed place of delivery specified in the order. The Customer is required to take receipt of the Goods immediately following arrival at the destination.
- 8.5 If the Customer fails to collect the Goods, fails to have the Goods collected or does not take acceptance of the Goods on the agreed delivery date or within the agreed delivery period, the Goods will be stored for the account and risk of the Customer for as long Sirius Medical considers this desirable.
- 8.6 Sirius Medical will ensure that the Goods are properly packaged and marked in accordance with the applicable European and national regulations.
- 8.7 In the event the Goods are damaged due to improper packaging, Sirius Medical will retrieve the damaged Goods and ensure a new and undamaged delivery of the Goods in accordance with Article 8.1 and at its own expense. If the Customer cannot and/or will not await the delivery of the Goods for reasons of urgency, Sirius Medical will provide a timely delivery. Sirius Medical will charge the additional costs connected with the timely delivery to the Customer.
- 8.8 Unless otherwise agreed upon in writing and subject to Articles 8.9 and 8.10, the Customer shall become the owner of the packaging upon delivery of the Goods.
- 8.9 In the event of loan packaging, Sirius Medical shall remain the sole owner of the packaging. Sirius Medical shall indicate in the packing slip whether the packaging contains loan packaging and, if the packaging constitutes loan packaging, clearly and visibly mark the loan packaging as such. In the event of loan packaging with deposits, Sirius Medical will register payment and repayment of the deposits.
- 8.10 The return of the loan packaging shall be at Sirius Medical's risk and expense. The loan packaging shall be returned to a destination indicated by Sirius Medical within fourteen (14) days after Sirius Medical has notified the Customer in writing of the return shipment.
- 8.11 Sirius Medicals will determine the manner in which the Services will be implemented and by which person(s), but will as far as possible take account of the wishes of the Customer.
- 8.12 Sirius Medical is authorized to implement an agreement in parts and to demand separate payment for that part of the agreement that is implemented.

Article 9 Force Majeure

- 9.1 If Sirius Medical is prevented from complying with the agreement due to force majeure, Sirius Medical shall be entitled to suspend implementation of the agreement. In that case, the Customer shall have no right to compensation or damage, costs and/or interest.
- 9.2 Force majeure shall among others be taken to mean: extreme weather conditions, fire, flooding, epidemic, pandemic, accident, staff illness, strike, business disruption, stagnation in transport, power failure, cyber terrorism or similar cyber attacks, security incidents, intentional or accidental corruption or loss of data, disrupting legal provisions, export restrictions, problems in production or transport of the Goods unforeseen by Sirius Medical, late delivery of goods or services by third parties required by Sirius Medical and other circumstances beyond the control of Sirius Medical.

Article 10 Rental or try-out of the Goods

- 10.1 If the agreement constitutes, in full or in part, the rental and/or try-out of the Goods, the provisions of this Article shall also apply.
- 10.2 The rental and/or try-out Goods remain the property of Sirius Medical at all times.
- 10.3 The Customer shall only use the rental and/or try-out Goods on its own behalf and shall not use the Goods for any other purposes than their intended use. The Customer is obliged to use the Goods in accordance with the technical specifications and/or the operating regulations.
- 10.4 The Customer shall not process or make any changes to the rental and/or try-out Goods, nor shall the Customer remove any marks, labelling and/or serial numbers from the Goods or transfer the Goods to other locations.
- 10.5 The Customer is required to use, maintain and store the rental and/or try-out Goods with all necessary care and mark them recognisably as the property of Sirius Medical.
- 10.6 Upon return of the rental and/or try-out Goods to Sirius Medical, the Customer shall ensure that the Goods are well taken care of and that the Goods will be returned to Sirius Medical cleaned, disinfected, and in full working order. Customer shall provide a decontamination statement with the returned Goods.
- 10.7 If, upon inspection of the returned rental and/or try-out Goods, defects are detected that are not the result of normal use or normal wear and tear, or Sirius Medical comes to the conclusion that the Goods are not (fully) cleaned or parts are missing, the Customer shall be held to compensate all costs arising from the necessary repairs and/or cleaning work, as well as replacement costs, including labour costs and costs for new parts.
- 10.8 In the event that the returned rental and/or try-out Goods are no longer functional due to damage and replacement of the parts is not possible, the Customer shall be held to compensate Sirius Medical with the full purchase price of a new Good.

Article 11 Defects and complaints

- 11.1 Sirius Medical warrants the sound nature of the delivered Goods and Services in accordance with the reasonable expectations of the Customer on the basis of the agreement. If defects occur in the Goods or Services delivered by Sirius Medical, Sirius Medical shall repair these defects (or have them repaired), offer a reasonable price reduction or redeliver the Good or Service in question, all entirely at the discretion of Sirius Medical.
- 11.2 Subject to the provisions in this Article, Sirius Medical issues a warranty of one (1) year with regard to the Sirius Pintuition System, more specifically with regard to the Sirius Pintuition Base Unit and the Sirius Pintuition Probe.
- 11.3 In the event that a Good for which a warranty is issued following Article 11.2 malfunctions, the Customer shall notify its contact with Sirius Medical thereof within eight (8) days after the malfunctioning is discovered. Sirius Medical will collect and analyse the defective Good at its own risk and expense. Sirius Medical will provide the Customer with a replacement Good for the time that the original Good cannot be used. The replacement Good will be delivered in accordance with Article 8. Article 10 applies mutatis mutandis to the replacement goods. If the analysis shows that the malfunction lies outside the responsibility of the Customer, Sirius Medical shall provide for a suitable solution in accordance with Article 11.1.
- 11.4 In as much as any warranty as referred to in Article 11.2 is issued, any defects occurring in or (partly) as a consequence of the following shall not be covered by this warranty:
 - normal wear and tear;
 - failure by (the personnel of) the Customer to comply with the IFU and training guide with respect to the Goods;
 - failure by (the personnel of) the Customer to follow orders or instructions, or use for any other than the normal intended and indicated purpose;
 - inexpert storage, maintenance or use by the Customer;
 - work undertaken by third parties, assembly, installation or repair of the Goods by third parties or by the Customer, without the prior written permission of Sirius Medical;
 - the application of any government regulation in respect of the nature or quality of the materials employed;
 - the processing by the Customer of the Goods, unless Sirius Medical has specified or permitted a specific processing method in its documentation, brochures, etc. in writing, without any reservations;
 - vandalism, weather conditions or other external causes.
- 11.5 Any processing of the Goods delivered by Sirius Medical shall be for the own risk of the Customer. The Customer indemnifies

- Sirius Medical against all claims from third parties arising from any processing of the Goods delivered by Sirius Medical.
- 11.6 Any right to warranty or complaint shall expire if the Goods are transported, handled, used, processed and/or stored inexpertly by or on behalf of the Customer of in contravention of any instructions issued by or on behalf of Sirius Medical, if the normal measures and/or regulations have not been complied with, or if the Customer fails to comply with any of its obligations arising from the present agreement in respect of Sirius Medical.
 - 11.7 Immediately following receipt, the Customer must inspect the delivered Good and Services, in default of which any right to complaint, replacement and/or warranty shall expire. Any complaint relating to the quantity of the Goods delivered and/or transport damage must be recorded on the packing slip or delivery note in default of which the quantity recorded on the packing slip shall provide compelling evidence against the Customer.
 - 11.8 The Customer must report any complaints about the Goods, Services and/or the implementation of an agreement to Sirius Medical by registered letter within eight (8) days after the Customer has discovered the defect or should reasonably have discovered it. In the absence of a timely complaint, any liability of Sirius Medical shall expire.
 - 11.9 Any defects relating to part of the delivered Goods shall not give the Customer any right to reject or refuse the entire batch of delivered Goods.
 - 11.10 The Customer must inform Sirius Medical in writing of any inaccuracies in invoices from Sirius Medical within five (5) days following the invoice date, in default of which the Customer will be considered as having approved the invoice.
 - 11.11 Complaints will not suspend the payment obligations of the Customer.
 - 11.12 Following the observation of a defect in a Good or Service, the Customer is required to take all possible measures to prevent or limit damage, including possible immediate cessation of use, processing and trading of the Good or Service.

Article 12 Maintenance of the Sirius Pintuition System

- 12.1 The Sirius Pintuition System does not require preventive maintenance or service. If the Goods require a (software) upgrade, Sirius Medical will carry out such activity upon request of the Customer. If the required (software) upgrade can only be carried out on the Sirius Medical premises, Sirius Medical will provide transport for the Goods to and from the premises at its own expense and will provide the Customer with temporary replacement goods at no cost.
- 12.2 Article 10 applies mutatis mutandis to the replacement goods mentioned in this Article.

Article 13 Reservation of ownership

- 13.1 Sirius Medical reserves ownership of the Goods delivered and to be delivered, until all its claims in respect of the Goods delivered and to be delivered have been settled in full by the Customer.
- 13.2 If the Customer is in default of complying with its obligations, Sirius Medical shall be entitled to retrieve the Goods belonging to Sirius Medical (or to have them retrieved) from the location where they are held, at the Customers' expense.
- 13.3 The Customer is not entitled to pledge or transfer ownership of the Goods not yet paid for. The Customer is required to store the Goods delivered subject to retention of title with the necessary care, and recognisably as the property of Sirius Medical.

Article 14 Advice

- 14.1 Sirius Medical shall to the best of its ability strive to achieve the intended result with its advice and other information provision, but shall offer no guarantee whatsoever in that respect. All advice issued and other information provided by Sirius Medical is therefore entirely non-binding and shall be issued by Sirius Medical as non-binding information.
- 14.2 The advice issued and other information provided by Sirius Medical is intended exclusively for the Customer. Third parties may derive no rights from that advice or information.
- 14.3 Without prior written permission from Sirius Medical, the Customer is not permitted to make the content of advice and other information provided by Sirius Medical public, or in any other way make it available to third parties.

Article 15 Payment

- 15.1 Unless otherwise agreed in writing, invoices from Sirius Medical must be paid within fifteen (15) days following the invoice date in the currency specified on the invoice and exclusively in the manner indicated on the invoice.

- 15.2 Sirius Medical shall at all times be entitled to demand full or partial prepayment and/or otherwise obtain security for payment.
- 15.3 Sirius Medical is entitled to separately invoice part deliveries.
- 15.4 The Customer waives any right to suspension and set-off and shall acquire no right of retention of the Goods. Sirius Medical is at all times entitled to set off any amount it owes to the Customer against that which the Customer and/or the Customer's affiliated companies owe to Sirius Medical, whether or not already those amounts are already due.
- 15.5 If no timely payment is received, without further notice of default, the Customer shall owe interest on the invoice amount of 1% per month, calculated from the due date of the invoice up to the date of payment, whereby part of a month shall be considered a full month, and without prejudice to the right of Sirius Medical to demand full compensation.
- 15.6 All costs relating to collection shall be at the Customer's expense. Extrajudicial collection costs shall be at least 15% of the amount to be collected, with a minimum of EUR 200.00 (two hundred euros).
- 15.7 The entire invoice amount shall be immediately due and payable in the event of late payment of an agreed instalment on the due date, or if:
 - a. the Customer is declared bankrupt;
 - b. the Customer requests a (provisional) moratorium;
 - c. the Customer is made subject to the statutory debt management scheme (*WSNP*);
 - d. the Customer offers a voluntary and private arrangement for debt restructuring;
 - e. if any attachment is imposed on the Customer;
 - f. the Customer is subject to full or partial acquisition, merger and/or any manner in which change of control over the Customer takes place;
 - g. the Customer goes into liquidation or an order is made or a resolution is passed for the winding-up of the Customer.
- 15.8 If one of the above situations occurs, the Customer is required to immediately duly inform Sirius Medical.
- 15.9 Any payments made by the Customer shall serve first to settle the costs payable, then to settle any interest payable and then to settle the longest outstanding invoices, even if the Customer specifies that payment relates to a later invoice.

Article 16 Term and termination of the agreement

- 16.1 The term of the agreement shall be determined in the offer and/or order confirmation of Sirius Medical. Unless otherwise agreed upon in writing, in the event of continuing performance contracts, the parties shall be entitled to terminate the agreement, provided that a notice period of at least six (6) months is observed.
- 16.2 Without prejudice to any other rights in this Article, Sirius Medical shall be entitled to terminate the agreement forthwith and with immediate effect, without further notice being required, if any situation mentioned in Article 15.7 occurs.
- 16.3 In event of termination of the agreement by Sirius Medical in accordance with Article 16.2, Sirius Medical shall have the right to claim full compensation for damages, notwithstanding any other rights of Sirius Medical. The Customer shall not be entitled to any compensation for damages in that regard.

Article 17 Cancellation

- 17.1 Once placed, the Customer may not cancel an order. If the Customer nonetheless fully or partially cancels a placed order, the Customer shall be required to reimburse Sirius Medical for all costs reasonably incurred with a view to implementing that order, the work of Sirius Medical and the loss of profit suffered by Sirius Medical, plus VAT.

Article 18 Liability and indemnification

- 18.1 Beyond the provisions of Article 11, the Customer shall have no claim whatsoever against Sirius Medical for defects or with regard to the Goods and/or Services provided by Sirius Medical. As a consequence, Sirius Medical is not liable for direct or indirect losses, including business losses, intangible losses, lost income, stagnation losses, harm to reputation and any other consequential damages, due to whatever cause, except in the case of intent or wilful recklessness on the part of Sirius Medical.
- 18.2 Sirius Medical shall not be liable as intended hereinabove for actions by its employees or other persons within its control, including (gross) negligence or deliberate intent on the part of those persons.

- 18.3 Sirius Medical shall not be liable for losses of whatever nature caused by or after the Customer has processed the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.
- 18.4 Sirius Medical shall not be liable for any losses if delivery of Goods and/or Services is not possible as a consequence of export restrictions, embargoes, etc.
- 18.5 Sirius Medical shall not be liable for the advice or recommendations issued by Sirius Medical to the Customer unless this advice or recommendations are explicitly part of a specific Service. In the event of a specific Service, the liability restrictions as appearing in this Article 18 shall apply. The Customer shall indemnify Sirius Medical for all claims from third parties in connection with advice or recommendations issued by Sirius Medical.
- 18.6 Sirius Medical shall not be liable for the infringement of patents, licences and/or other intellectual property rights of third parties through the use of information issued by or on behalf of the Customer.
- 18.7 The Customer shall indemnify Sirius Medical, its employees and others insured for implementation of the agreement against any claim from third parties in connection with the implementation of the agreement by Sirius Medical, irrespective of the cause, and against any resultant costs for Sirius Medical.
- 18.8 In all cases in which Sirius Medical is required to pay compensation, this shall never exceed the invoice amount for the Goods and/or Services delivered as a result of or in connection with which the damage was caused. If the damage is covered by the liability insurance of Sirius Medical, the compensation shall furthermore never exceed the amount actually paid out by the insurer in the case in question.
- 18.9 Any claim against Sirius Medical, unless acknowledged by Sirius Medical, shall lapse through the simple passage of twelve (12) months following the inception of the claim.
- 18.10 The Customer will indemnify Sirius Medical and employees of Sirius Medical against claims from third parties (also including administrative and/or criminal fines), including employees of Sirius Medical, who suffer damage in connection with the implementation of the agreement as a result of the actions or failure to act by the Customer and/or the inaccuracy or incompleteness of information or data issued by or on behalf of the Customer.

Article 19 Personal Data Protection

- 19.1 In collecting and (further) processing personal data in the framework of the agreement from or for the Customer, Sirius Medical will comply with the obligations and shall take adequate protective measures as arising from the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, from the moment it comes into effect, the e-Privacy Regulation and all related legislation and regulations.
- 19.2 If in its own judgment Sirius Medical must be considered to be a data processor as intended in the GDPR, at first request of Sirius Medical, in addition to the provisions in this Article, the Customer will enter into and sign a written data processing agreement with Sirius Medical, in accordance with the model to be supplied by Sirius Medical.
- 19.3 The Customer indemnifies Sirius Medical against all claims from third parties (including at least users and government authorities), financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Customer of any personal data protection laws.

Article 20 Representation

- 20.1 If the Customer acts on behalf of one or more others, without prejudice to the liability of those others, the Customer shall be liable to Sirius Medical as if it itself were the Customer.
- 20.2 If Sirius Medical enters into an agreement with two or more natural persons or legal entities, all Customers shall at all times be jointly and severally liable in respect of Sirius Medical for the entire agreement.
- 20.3 If Sirius Medical enters into an agreement with a company in establishment, the founders shall also remain jointly and severally liable for the entire formation, following confirmation of the agreement.

Article 21 Applicable Law and Competent Court

- 21.1 The agreement(s) between Sirius Medical and the Customer are subject to Dutch law.
- 21.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980, CISG) shall not apply to the agreement(s) between Sirius Medical and the Customer and is expressly excluded.
- 21.3 Sirius Medical has a complaint handling procedure. The Customer can send a complaint to:

Sirius Medical Systems BV
 High Tech Campus 41
 5656 AE Eindhoven
 The Netherlands
support@sirius-medical.com
 +31 (0)85 773 27 28

- 21.4 Sirius Medical and the Customer will attempt in good faith to resolve any controversy or dispute arising out of or in connection with these General Terms and Conditions of Sale and Delivery and/or any other agreement between the parties. In the event that Sirius Medical and the Customer do not succeed in resolving any controversy or dispute in an amicable manner, the controversy or dispute between Sirius Medical and the Customer will exclusively be submitted to the competent judges at the District Court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands. In that event, Sirius Medical shall also and at all times be entitled to submit a dispute or claim to the competent court in the location where the Customer is established or where it has its actual seat.
- 21.5 In derogation of Article 21.4, all controversies or disputes arising out of or in connection with these General Terms and Conditions of Sale and Delivery and/or any other agreement between Sirius Medical and a Customer that is established in a country outside the European Union or in a country other than Denmark, Iceland, Norway, Switzerland or the United Kingdom, shall be submitted to a sole arbitrator, selected in accordance with the rules of the Netherlands Arbitration Institute. The arbitration will be conducted in the English language and in accordance with the regulations of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam.

Article 22 Final Provisions

- 22.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the other provisions. Sirius Medical and the Customer are required to replace any provisions that are null and void with provisions that are valid, and which as far as possible reflect the intention of the null or void provision.

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