

GENERAL TERMS AND CONDITIONS OF SALE

SYNERGY HEALTH UTRECHT BV

Version: 140321BB

These General Terms and Conditions of Sale are written in English and are based upon the Dutch version of the General Terms and Conditions of Sale. In case of any different interpretation between both versions, the Dutch version will prevail.

Article 1 - DEFINITIONS

- a. In these General Terms and Conditions of Sale, Synergy Health is understood to mean: Synergy Health Utrecht BV with branches at the address of Reactorweg 47a, 3542 AD in Utrecht and Morsestraat 3, 6716 AH in Ede.
- b. In these General Terms and Conditions of Sale, the Client is understood to mean: any natural or legal person that commissions or intends to commission Synergy Health to conduct Laboratory services.
- c. Laboratory services are understood to involve the chemical and/or microbiological analysis of a finished product, raw material or medical device supplied by the Client, such in the broadest sense of the word.

Article 2 - GENERAL APPLICABILITY

- a. These General Terms and Conditions of Sale apply to all offers, quotations, assignments and agreements between Synergy Health and the Client.
- b. Synergy Health explicitly rejects the general terms and conditions of the Client, however these are called.
- c. Deviations to these General Terms and Conditions of Sale are only binding insofar as they have been explicitly agreed upon between the parties in writing.
- d. If a provision of these General Terms and Conditions of Sale is found to be non-applicable or contrary to public order or to the law in the opinion of the competent court, then only the provision concerned will be considered not written, whereas the other provisions will remain in full force.

Article 3 - OFFER AND PRICES

- a. All of the offers on the part of Synergy Health in official lists, circulars, advertisements, quotations, letters, wherever published in whatever way, are at all times free of obligation and can always be revoked, even if they contain a term for acceptance.
- b. Illustrations, drawings, size and weight specifications, recommendations and the like that are provided by Synergy Health are not binding and are only intended to give a general impression of what Synergy Health is offering.
- c. Synergy Health has the right to adjust (parts of the) prices of services yet to be provided or products yet to be supplied to any changes to the price-fixing factors, such as the costs of base materials, wages and currency exchange rates.
- d. All of the prices specified in quotations and other documents are exclusive of VAT, unless explicitly specified otherwise.

Article 4 - AUDITS

If the Client provides sufficient reason - solely at the discretion of Synergy Health - for an audit, then Synergy Health will provide opportunity for a visit to its laboratory for the purpose of such an audit. The terms and conditions of this visit are to be set solely by Synergy Health. Synergy Health observes a procedure for visits within the framework of an audit and has the right to charge an amount to that end. Synergy Health, at the request of the Client, is to draw up a technical quality agreement in which arrangements are to be laid down concerning, among other things, audits.

Article 5 - LABORATORY SERVICES

- a. General
 - I) Synergy Health is solely bound to observe Dutch law.
- b. Information supply
 - I) Upon granting a commission to carry out Laboratory services, the Client is to supply Synergy Health with all of the information that it deems necessary and desired and - should Synergy Health request such - samples of the finished products, raw materials or medical devices that are to be analysed.
 - II) Synergy Health reserves the right not to accept products, base materials and auxiliary substances for the purpose of conducting Laboratory services and/or to discontinue the Laboratory services pertaining to these, if the acquired

information, testing or research results, among other things, gives cause to do so, without being obligated to compensate for any damages.

- c. Packaging regulations
 - I) Client is to provide the finished products, raw materials or medical devices in proper (sealed) packaging units in dimensions that are acceptable to Synergy Health, on the understanding that no undesired changes in the chemical/physical or other characteristics of the finished products, raw materials or medical devices can occur as a result of the packaging materials used
 - II) Client is to ensure that the packaging units or the accompanying documents of the finished products, raw materials or medical devices supplied state the correct contents of the shipment and the name and address of Client. Synergy Health cannot be held liable if the specification of the contents deviate from the actual contents.
 - III) Synergy Health reserves the right to open the packaged materials for measurements for the purpose of process control, sampling and in order to determine whether the contents of the packaged materials corresponds with the information that Synergy Health has supplied in that respect.
 - IV) Synergy Health reserves the right to refrain from commencing with the Laboratory services, or to discontinue these, if it becomes evident at any time that the provisions of this article have not been met, without Synergy Health being obligated to compensate for any damages - irrespective of the nature or magnitude - in that case.
 - V) Client is under the obligation to specify in writing any characteristics of the finished products, raw materials or medical devices that are (possibly) a risk to the health and safety of persons and goods and, if possible, to label the finished products, raw materials or medical devices, or the packaging, as hazardous. In the event of failure to observe this obligation to provide adequate information/warning, then Client will be liable for any and all damages to persons and/or goods resulting from these characteristics.
- d. Supply & transport
 - I) Client is to see to the transport. All transport of finished products, raw materials or medical devices is at the expense and risk of Client.
 - II) Synergy Health is at all times free to choose a means of transport for return shipments. Should Client desire some other means of transport, then any additional costs will be at the expense of Client.

The risk of a return shipment will shift to Client upon delivery; Synergy Health cannot under any circumstances be held liable for damages that occur after a return shipment has been delivered.
 - III) Synergy Health reserves the right to deliver (have a third party deliver) finished products, raw materials or medical devices per COD parcel.
 - IV) The specified delivery times are free of obligation and cannot be considered deadlines. Taking into account a reasonable period to correct the situation, Synergy Health is to be declared in default in writing in the case of overdue delivery.

Article 6 - PAYMENT

- a. Payments are to take place without any delay and/or settlement in the currency as specified by Synergy Health on the invoice by means of transfer to one of the accounts stated on the invoice.
- b. Client is to pay the invoice amounts within the term of payment as agreed upon with Synergy Health, yet not later than within 30 days after the invoice date. The aforementioned term of payment can be considered a deadline. In case of overdue payment or failure to make a payment in full, Client will owe Synergy Health interest equalling the statutory commercial interest rate in accordance with article 6:119a of the Civil Code, charged on the (remaining) invoice amount starting on the due date up to and including the date of full payment.
- c. All costs pertaining to a debt, particularly any out-of-court costs, are at the expense of Client. The out-of-court costs equal at least the amount that will be owed upon applying the Collection fee of

the Dutch National Bar, subject to the explicit reservation that all out-of-court expenses actually incurred are to be paid, if and insofar as these costs exceed the aforementioned criterion.

- d. Any payment on the part of Client will first of all serve to settle the interest owed and will then serve to settle any costs pertaining to the debt, with the exception of court costs. Not until these amounts have been paid will any payment on the part of Client be deducted from the principal sum of outstanding claims, in which older claims come first.
- e. Synergy Health reserves the right in case of doubt concerning the creditworthiness of Client or pursuant to other business reasons to refuse the processing of the finished products, raw materials or medical devices or the delivery of the finished products, raw materials or medical devices. Synergy Health has the right to suspend compliance with its obligations at all times, even in the process of conducting the Laboratory services, until Client, at the request of Synergy Health, has secured the observance of the payment obligations of Client. In addition, Synergy Health also has the right to demand security for future processing on behalf of Client and for future deliveries to Client.
- f. Synergy Health, in the event that Client is in default with respect to observing obligations further to the agreements concluded with Synergy Health, has the right to exercise the right of retention on any items belonging to Client. Upon exercising this right of retention, any risk of decay or loss of these items will continue to lie with Client. Upon exercising the right of retention, Synergy Health will not be obligated to compensate Client (for any damages).

Article 7 - CONFIDENTIALITY

- a. Synergy Health undertakes not to inform any third parties of the results of the Laboratory services and/or any other confidential information, unless Synergy Health is bound to do so further to a statutory regulation or a court order. Synergy Health does have the right to use research results for comparison-, reference-, statistic-, or scientific purposes, in which it is to ensure that the identity of Client cannot be recognised.
- b. Client undertakes to observe secrecy with respect to all confidential information regarding the method of working and the equipment of Synergy Health and not to make this known to third parties.

Article 8 - COMPLAINTS

- a. Upon taking delivery of the results of the Laboratory services, Client is to check whether the delivery corresponds with the assignment.
- b. Synergy Health will only deal with complaints if these are made known to Synergy Health in writing within two weeks after having received the results. Once this term has lapsed, Client will be deemed to have found the results of the Laboratory services to be in order. Complaints further to invoices sent are to be made known to Synergy Health in writing not later than on the due date. Once this term has lapsed, Client will be deemed to have found the submitted invoice(s) to be in order.
- c. Upon (re)selling or introducing products analysed by Synergy Health or the products or services provided, Client will be deemed to have found these to be in order.
- d. Client is to at all times offer Synergy Health the opportunity to correct defects, if any.
- e. Synergy Health reserves the right in the event that it finds that there are grounds for the complaint to issue a credit note for, at most, the amounts invoiced in the principal sum, or to carry out the Laboratory service again.
- f. Complaints are not grounds to suspend the payment obligation.

Article 9 - LIABILITY

- a. Except insofar as provided for otherwise elsewhere in these General Terms and Conditions of Sale, the following liability clause applies.
- b. If a party fails to fulfil the obligations stemming from this assignment or commits a wrongful act, as a result of which the other party suffers damages that can be attributed to and can be traced back to the incident that resulted in the damages and these damages are demonstrable, then the party in default is to compensate for these damages, unless the damages are non-attributable.
- c. The total liability of the parties is then limited to compensating for immediate damages to a maximum of the total of the amounts

invoiced in the principal sum for the services rendered or products supplied.

- d. Parties are under the obligation upon becoming entitled to compensation for damages to immediately report the damages to the other party by means of a registered letter, supported by reasons, taking into account a reasonable term for exonerating the shortcoming. Any liability pursuant to this article will lapse one year after the date of the invoice for the assignment (or the part of the assignment concerned).
- e. The liability for consequential damages is at all times excluded. Consequential damages are understood to mean loss of sales and loss of profit, trading loss, loss of production and the decrease in value of products.
- f. The exclusions and limitations referred to in this article no longer apply if and insofar as the damages are the result of intent or gross negligence on the part of the management of Synergy Health.

Article 10 - DISSOLUTION AND SUSPENSION

- a. All claims on the part of Synergy Health are immediately due and payable in full if Client fails to comply with its obligations, or in the event of (the risk of) bankruptcy or a (risk of) moratorium on payments, or in the event that Client loses (or risks losing) the power to dispose of its capital or part of its capital for whatever reason.
- b. Synergy Health will in that case have the right to terminate or suspend the agreement, effective immediately, or to exercise the right of retention on items belonging to Client, such without prejudice to its right to compensation for damages.

Article 11 - CIRCUMSTANCES BEYOND ONE'S CONTROL

- a. Synergy Health is not obligated to comply with any obligation in the event that it is obstructed in doing so as a result of a circumstance, for which it cannot be blamed, or of which the consequences are not to be borne by Synergy Health by operation of law, juristic acts or based on general practice.
- b. In the event that Synergy due to circumstances beyond its control or due to exceptional circumstances, such as but not limited to, work strike, stagnation in the supply of products and fire, either at Synergy Health or at its buyers and/or suppliers, is not able to (timely) meet its obligations further to the agreement, then Synergy Health has the right to meet its obligations within a reasonable term or, if compliance within a reasonable term is not possible, to terminate the agreement, either completely or partially, without being obligated to compensate for any damages.

Article 12 - BRANDS AND TRADE NAMES

- a. Client is not allowed to make use of the trade names, brands and types of packaging that are used by Synergy Health in its business transactions, except with the written permission and at the instruction of Synergy Health.
- b. Client is bound to accurately follow the instructions of Synergy Health with respect to the use of the trade names, brands and types of packaging used by Synergy Health.
- c. All rights stemming from the intellectual and industrial property rights, as well as copyright, will remain with Synergy Health.

Article 13 - APPLICABLE LAW AND COMPETENT COURT

- a. All of the transactions to which these General Terms and Conditions of Sale apply are subject to Dutch law.
- b. The applicability of the Vienna Sales Convention is excluded.
- c. All disputes between Synergy Health and Client that may arise and that cannot be solved in mutual consultation will be solely submitted to the competent court of Utrecht or, such at the discretion of Synergy Health, to the competent court in the place of residence of Client.

Article 14 - ENTRY INTO FORCE

These General Terms and Conditions of Sale apply to all of the transactions as referred to in article 2 subject to the repeal of any General Terms and Conditions of Sale previously declared applicable by Synergy Health.

Article 15 - FILING

These General Terms and Conditions of Sale have been filed with the Chamber of Commerce.