

GENERAL SALES AND DELIVERY CONDITIONS OF OCEANZ 3D MEDICAL MODELS B.V.

Article 1 Definitions

In these terms and conditions, the following terms are used in the following meanings: unless expressly stated otherwise:

3DMM	: the private company of Oceanz 3D Medical Models B.V. (3DMM) and/or (legal) persons affiliated with it;
Customer	: the other party of 3DMM;
Goods	: the goods and services produced by 3DMM on behalf of the Customer;
Agreement	: any agreement between 3DMM and the Customer;

Article 2 General

- 2.1 The definitions of these conditions apply to every offer, quotation, agreement and any other legal relationship between 3DMM and the Customer, as these conditions are not expressly and in writing deviated by the parties.
- 2.2 The applicability of the Customer's general terms and conditions is excluded unless the parties have agreed otherwise in writing.
- 2.3 If 3DMM concludes agreements with the Customer more than once, all subsequent agreements will always be subject to these terms and conditions, regardless of whether or not these have been explicitly declared applicable.
- 2.4 If one or more provisions in these conditions are void or declared invalid, the other provisions of these terms and conditions remain unchanged in application.

Article 3 Offers, quotations and agreements

- 3.1 All offers or quotations from 3DMM, in whatever form, are without obligation, unless a term for acceptance is stated in the offer.
- 3.2 If an offer or quotation sets a term for acceptance, an agreement is concluded by complete, written and unconditional acceptance by the Customer of that offer or quotation within the set period. For deliveries or work for which, due to their nature and/or extent, no quotation or order confirmation is sent, the invoice will also be sent for order confirmation, which is also deemed to be correct and the agreement fully displayed. In all other cases, an agreement will only be reached stand by written confirmation from 3DMM.
- 3.3 3DMM reserves the right at all times to make changes based on technical reasons, not to execute an agreement or to cancel it, for example, due to the unenforceability of the order, because it is plausible that this infringes the rights of a third party because the manufacture goods intended (or maybe) for illegal and/or criminal use activities, etc., without becoming liable for damages to the Customer.
- 3.4 If a natural person on behalf of, or for the account of the Customer agrees, he declares that this is the case by signing the agreement to be authorized. This person is jointly and severally liable for all outgoings in addition to the Customer obligations arising from the agreement.

- 3.5 3DMM is entitled to pass on price increases accordingly for materials, energy and/or labour if these costs increase by 2.5% or more after the date on which the agreement is concluded. This also applies to price increases arising from known or foreseeable circumstances.
- 3.6 The prices in the offers and quotations mentioned are in Euros excluding VAT and other government levies, as well as excluding any transport costs packaging costs, unless expressly stated otherwise.
- 3.7 If the acceptance deviates from the offer included in the quotation, 3DMM is not bound by it. The agreement is then not in accordance with this deviating acceptance unless 3DMM indicates otherwise.
- 3.8 A composite quotation does not oblige 3DMM to fulfil any part of the obligations included in the offer or quotation against a corresponding part of the stated price.
- 3.9 Offers or quotations do not apply to follow-up orders.

Article 4 Execution of the agreement

- 4.1 The Customer declares to be aware of the design rules and tolerances that apply accompanied by the chosen 3D printing technique(s). The buyer hereby declares to agree. The design rules and tolerances can be found on the website of Oceanz: www.oceanz.eu.
- 4.2 3DMM is authorized to engage third parties for the correct execution of the agreement to change gear. If possible, it will consult with the Customer about this.
- 4.3 3DMM is not liable for damage of any kind caused by 3DMM based on incorrect and/or incomplete information provided by the Customer. Nor does 3DMM guarantee that the manufactured goods are suitable for the use intended by the Customer.
- 4.4 If 3DMM must manufacture or has manufactured goods based on ideas, designs, drawings, animations, models, products, etc. originating from Customer, the Customer guarantees that no patent(s), trademark usage right(s), trade model(s) are infringed or any other right of third parties and it fully indemnifies 3DMM in and out of court for any claim against 3DMM.
- 4.5 If a third party objects based on any alleged right to the delivered goods, 3DMM is entitled to immediately cancel the delivery and to discontinue production and/or delivery and to reimburse the costs incurred to demand from the Customer, without prejudice to 3DMM's claims for damages towards the Customer and without 3DMM being liable to pay any compensation held.
- 4.6 In case of the manufacture of goods based on ideas, designs, drawings, animations, models, products, etc. from 3DMM, the intellectual and/or industrial property rights belong to 3DMM at all times.

Article 5 Transport, risk and delivery

- 5.1 Delivery takes place ex-warehouse. The transport and method of packaging come into play at the expense and risk of the Customer, unless otherwise agreed. If during transport at the expense of 3DMM, damage and/or defects that are involved delivery of the goods can be noted, not directly on the bill of lading or the delivery document is registered, 3DMM is not liable for damage and/or defects to be reported later.
- 5.2 The risk of loss or damage to the goods manufactured by 3DMM is transferred to the Customer at the time when these goods are legally transferred to the Customer and/or are delivered and therefore under the control of the Customer or of a be brought to a third party to be designated by the Customer.
- 5.3 The Customer is obliged by 3DMM in the context of the agreement to purchase manufactured goods from him when 3DMM delivers them or has delivered, or at the time at which he is instructed to do so following the agreement is made available.
- 5.4 If the Customer refuses to take delivery or is negligent in providing information or instructions that are necessary for delivery, 3DMM is entitled to collect the goods to be stored at the expense and risk of the Customer.
- 5.5 If 3DMM requires information from the Customer in the context of the execution of the agreement, the delivery time commences after the Buyer makes it available to 3DMM.
- 5.6 The delivery period specified by 3DMM is indicative. The specified delivery time is, therefore, never a strict deadline. The Customer must give notice of default to 3DMM in writing during this period.
- 5.7 3DMM is entitled to deliver the goods in parts unless the otherwise stated agreement has been deviated from or the partial delivery has no independent value. 3DMM is entitled to invoice partial deliveries separately.
- 5.8 A consignment note enclosed with the delivery of the goods is deemed to be the delivered quantity correctly unless the Customer reports its objections within 2 days of delivery in writing to 3DMM. However, the Customer will then not come with a right of suspension.

Article 6 Research, complaint

- 6.1 The Customer is obliged to receive the delivered goods or packaging at the time of delivery to investigate, or to carry out this investigation within 7 days of notification by 3DMM that the goods are available to the Customer. The Customer must also investigate whether the quality and quantity of the delivered goods correspond to what has been agreed, upon or at least meet the requirements to be placed in normal (trade) traffic.
- 6.2 Visible and invisible but easily detectable defects must be immediately noted on the consignment note or delivery document. Not visible and not easily detectable defects must be reported within 14 days after the Customer has discovered this or

could have discovered this in writing, with an accurate description of the defects, to be reported to 3DMM.

- 6.3 The costs of returning goods that are the subject of a complaint are borne by the customer.
- 6.4 3DMM must be able to check submitted complaints.
- 6.6 Small deviations within the generally accepted tolerance limits do not constitute any right to complain.
- 6.7 If complaints are made promptly and if the complaints are justified in the opinion of 3DMM are correct, 3DMM will rectify the shortages or defects within a reasonable time and repair or replace the delivered item. However, the customer remains obliged to pay for the delivered goods and to fulfil all other obligations to which it is subject.
- 6.8 If the complaints are incorrect in the opinion of 3DMM, the Customer obliges 3DMM to pay reasonable costs in connection with the investigation into the reimbursement complaints.
- 6.9 If the complaint is not filed in a timely manner or if the Customer has put the goods into use or stored them, the goods become deemed to have been properly delivered.

Article 7 Reimbursements, price and costs

- 7.1 3DMM is entitled to an advance payment of 10 to 50% of the delivery amount agreed price or full payment in advance desire.
- 7.2 If one of the cost-determining factors, including social security contributions, sales tax, exchange rates, wages, the prices of raw materials, semi-finished products or packaging material, etc. changes in the period between the offer or quotation and delivery, 3DMM is entitled to increase the amount accordingly price regardless of whether the cost price increase was foreseeable or not.

Article 8 Payment

- 8.1 Payment must be within 30 days of the invoice date using a payment method specified by 3DMM in the currency in which the invoice was issued. Objections to the amount of the invoices do not suspend the payment obligation.
- 8.2 If the Customer fails to make payment within 30 days, The customer is legally in default. The customer then pays the statutory commercial interest due under Article 6:119a of the Dutch Civil Code.
- 8.3 In the event of liquidation, (application for) bankruptcy, seizure or (provisional) suspension of payment of the Customer means the claims of 3DMM on the Customer are immediately due and payable.
- 8.4 If the Customer is in default or is in default in the (timely) fulfilment of his obligations, all reasonable costs incurred to obtain satisfaction will be excluded directly at the expense of the Customer.
- 8.5 3DMM is authorized and the Customer is obliged to - as long as the Customer has not yet completed has fulfilled any obligation it has towards 3DMM or if 3DMM has well-founded fears that the Customer

will not fulfil its obligations promptly comply - at first request of 3DMM, to the extent required by 3DMM to provide security for compliance in the desired form, including pledging business. If this security is not provided, 3DMM is entitled to terminate the agreement and the Customer is obliged to compensate for all damage suffered by 3DMM.

Article 9 Retention of title

- 9.1 All goods manufactured by 3DMM and delivered to the Customer remain property of 3DMM until the Customer has fully fulfilled all its obligations to 3DMM and has been complied with correctly;
- 9.2 The Customer is authorized to use the goods subject to the retention of title sell or process within the normal course of the business of Customer. The Customer is not entitled to the goods falling under the retention of title to pledge goods or to encumber them in any other way;
- 9.3 If 3DMM wants its ownership rights referred to in this article exercise, the Customer now gives an unconditional and irrevocable right permission to 3DMM or third parties designated by it to use all those places where 3DMM's property is located and those goods to take back.

Article 10 Suspension and dissolution

- 10.1 3DMM is, in addition to the options offered by law, authorized to comply to suspend the obligations or to terminate the agreement, if after the conclusion of the agreement 3DMM became aware of good circumstances give grounds to fear that the Customer will not fulfil its obligations, or will not fulfil them on time or in full will fulfil. If there is good reason to fear that the Customer will only partially or improperly, dissolution is only permitted for as far as the shortcoming justifies this.
- 10.2 3DMM is furthermore entitled to dissolve the agreement (or have it dissolved) if: circumstances arise that are of such a nature that compliance with the agreement is impossible or not according to standards of reasonableness and fairness longer may be required if other circumstances arise occur which are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected without 3DMM as a result, becomes liable for damages to the Customer.
- 10.3 If the agreement is terminated, 3DMM's claims are immediately extinguished to the Customer and payable. If 3DMM fails to fulfil its obligations and suspends it, it retains its claims under the law and the agreement.
- 10.4 3DMM always reserves the right to claim damages.

Article 11 Liability

- 11.1 If 3DMM is liable, its liability is at all times limited to the provisions of this article.
- 11.2 3DMM is only liable if there is intent or deliberate intent recklessness on her side. 3DMM is never liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business stagnation.

11.3 When executing the agreement, 3DMM will do all that it reasonably can expect to exercise care and skill. 3DMM is never liable for damage of any nature whatsoever caused by the Customer models, moulds, calculations, drawings or other provided facts.

11.4 If 3DMM is liable, that liability is limited to a maximum of the invoice amount relating to (the part of) the agreement to which the liability concerns.

11.5 3DMM is never liable for damage resulting from advice given. Advice is always given on the basis of the facts and information known to 3DMM circumstances and in mutual consultation, whereby 3DMM always respects the intention of the customer as a guideline and starting point.

11.6 Any claims for damages must immediately be made, but at the latest, on penalty of forfeiture within five working days after the damage occurred in writing to 3DMM. The Customer must - under penalty of forfeiture - within six months after 3DMM has been held liable for legal action against 3DMM.

Article 12 Force majeure

12.1 3DMM is not obliged to fulfil any obligation if it has to do so, as a result of an (external) circumstance that is not due to gross negligence or intent on the part of 3DMM and neither according to the law, a legal act or generally accepted views.

12.2 In these general terms and conditions, force majeure is defined as this is understood in the law and case law, all coming from outside causes, foreseen or unforeseen, over which 3DMM has no influence, but as a result 3DMM is unable to fulfil its obligations. A shortage of raw materials, machine breakdown strikes in the 3DMM company, war, obstacles to government roads, illness of its staff, theft, traffic obstacles, frost, rain and stagnation in the supply of materials by suppliers are included.

Article 13 Disputes

13.1 The judge in the place of business of 3DMM has exclusive jurisdiction to hear disputes unless the law requires a different judge at the court in the place of business of 3DMM has exclusive jurisdiction to take note of disputes.

Article 14 Applicable law and translation

14.1 To every agreement between 3DMM and the Customer and to every agreement between them existing legal relationship, Dutch law applies. Applicability of the Vienna Sales Convention of 1980 (Convention on the International Sale of Goods 1980) is expressly excluded.

14.2 The Dutch text of these general terms and conditions is binding and prevails above any translations thereof.