

INTERNATIONAL GENERAL CONDITIONS OF SALE

Reg No	72276398
VAT No	NL859056156B01
SWIFT code	INGBNL2A
IBAN	NL 74 INGB 0008 3248 77
EORI	NL859056156
Tel	+31 30 72 00 880
E-mail	info@entermed.com
Website	www.entermed.com

Article 1. GENERAL

1. All offers by and agreements with Entermed are subject to the following general conditions, unless specifically otherwise agreed in writing. The clients' general conditions shall not apply. Inconsistencies with these conditions shall only apply subject to written Entermed approval.
2. The term "client" in these conditions refers to any natural or legal person with whom Entermed have or intend to contract an agreement.

Article 2. CONTRACT SETTLEMENT

1. Offers are not binding.
2. Contracts are finalized by written acknowledgement of the purchase order and actual discharge of the P.O. Modifications are only binding if and in as far as accepted by Entermed. Any suspected inconsistencies in the Entermed order acknowledgement shall be notified to Entermed within eight days following the date of acknowledgement.
3. Any designs and/or drawings of Entermed treatment systems shall remain Entermed property. These documents enjoy copyright protection as indicated in article 10.

Article 3. SEVERAL CLIENTS

1. If a contract is signed jointly with two or more clients, each client is severally responsible for any ensuing obligations.

Article 4. PRICES

1. All prices are quoted on an ex works, Montfoort, (The Netherlands), euros basis, VAT, packaging and shipment or other extras not included, unless otherwise stated.
2. All prices offered and agreed are based on tariffs, wages, consumables and commodities prices etc. prevailing at the time of the offer or, as the case may be, of the contract.
3. Entermed are entitled to invoice any legal increase of the pricing factors in the course of the contract as well as any cost-increasing duties and other levies, e.g. customs, excise, and clearance costs, to the client.

4. In the event of any other price increase than those specified above, the client is entitled to cancel the contract within three working days after receipt of the notification of increase. Any part of the order filled up to then by Entermed shall be settled then and there at the prices and tariffs prevailing at the time.

Article 5. DELIVERY, SHIPMENT AND INSTALLATION

1. Any delay in delivery shall be notified by the client to Entermed within 3 days.
2. Delivery is made ex works (in accordance with incoterms) Montfoort (Netherlands).
3. If a shipment is found incomplete, Entermed shall be notified within 24 hours of delivery. After the 24-hour period, the client is deemed to have accepted the shipment in due condition and in the agreed quantities.
4. Any goods of which the client has not taken delivery within the delivery leadtime, shall be stored at his disposal, cost and risk.
In that case, the client shall also clear Entermed from any third party damage claims relevant to or caused by the goods or by the loss or theft of the goods. The client is obliged to take out proper insurance to cover liability for the goods, even if still owned by Entermed under the following property clause.
5. In the event of an installation or export order for which advance payment has been agreed, the leadtime starts as of the time payment is received with Entermed.
6. If a sight shipment is not returned within a fortnight, the shipment is deemed purchased by the client, and invoiced accordingly.
7. Return shipments shall always be sent postage paid to Entermed, Montfoort (Netherlands).
8. If a contract provides for equipment installation by Entermed, the client shall be responsible for equipment installation by Entermed, the client shall be responsible for accomplishment of any preliminary work not included in the contract, in accordance with Entermed prior installation specifications, and with the original schedule.
The client shall make sure that the site is properly accessible and provides adequate support and other conditions for safe and unimpeded equipment start-up. The client shall equally provide all necessary utilities required for installation e.g. lighting, heating, power supply, water and drainage systems.
9. If for any reason over which Entermed have no control, installation work can not be continued although Entermed made all necessary supplies, the extra cost incurred by or as a result of the delay, including any reasonable compensation for the delay to Entermed staff, shall be invoiced in full to the client.
10. Entermed shall not be responsible for any preliminary groundwork, piling, hacking, breaking, founding, masonry, concrete, carpentry, plastering, decorating and upholstery or other extra work of any kind whatsoever.
These jobs are not included in the offer.

Article 6. PAYMENT

1. Payment shall be made within 30 days after the date of invoice. Payments shall be made in full without any deduction. Debt compensation is not allowed. If invoices remain unpaid for over 60 days, Entermed shall be entitled to suspend deliveries to that particular client without further notice.
2. Failing timely settlement, the client is liable for interest payment as of the due date and shall pay a 2% interest over and above the prevailing prime rate ("promesse disconto") of the Netherlands Central Bank with a minimum per annum rate of 8%.
3. Entermed shall, in that case, be entitled to cancel the contract or part of the contract.
4. All legal, attorney or claim collection expenses incurred by Entermed for unpaid invoices, shall be paid by the client. Expenses out of court shall amount to a minimum of 15% over and above the claim. If costs prove higher, the client shall be responsible for payment of the extra cost.
5. If a contract is filled in stages, payment conditions apply to the staggered deliveries individually.
6. Entermed shall be at all times entitled to claim security from client for payment before filling a contract or proceeding with the accomplishment. This also applies if a credit is granted. If client refuses to provide the security requested, Entermed may cancel the contract without further notice or court order, without prejudice to the client's obligation to compensate Entermed for any losses.

Article 7. CANCELLATION

1. Notwithstanding any of the other provisions made under these conditions, Entermed shall be entitled, in the event of non- or non-timely payment by client, his bankruptcy or receivership, to cancel the contract or the part of the contract not yet filled with immediate effect, without further court order and without any obligation for compensation of losses. In that case, claims Entermed have on client for goods or work supplied to date, if any become immediately receivable. Such circumstances do not affect any Entermed damage claims.

Article 8. QUALITY AND PERFORMANCE

1. Dimensions, weights, technical specifications and designs as well as other data relating to the equipment supplied by Entermed or the installation work provided are always supplied with the utmost accuracy by Entermed. Minor differences shall not entitle client to lawfully reject the supply, deny payment or cancel the contract whether loss compensation is offered or not.
2. Entermed are not responsible for consequential losses suffered due to goods and/or services supplied by Entermed not (entirely) meeting the specific purpose for which the client had intended them.

Article 9. WARRANTY AND CLAIMS

1. For the products listed below, the following conditions of guarantee are applicable
 - a) Entermed provides a full guarantee for material and manufacturing faults, on all Entermed label products, effective for one year from date of invoice.

- b) Entermed provides a full guarantee on all treatment systems, effective for one year from date of invoice, for material and manufacturing faults, applying to:
- the construction of the furniture
 - the electrical components of the products
 - installation and set up of the electrical components and products

This is not applicable to bulbs, fibre optic cables, rubber parts and Entermed consumables.

- c) For products supplied by Entermed, of non-Entermed Label, the guarantee from the manufacturer in question applies.
- d) The guarantee conditions as mentioned under a and b include both material and service.
2. Defects shall be notified to Entermed and the carrier in writing within 3 days after receipt of goods or implementation of services. If the claim proves justified, Entermed's liability shall not go beyond repair of the supply or, as the case may be, if repairs prove impossible, replacement free of charge.
 3. Entermed are not obliged to repair or replace the supply, if processed or modified at the client's, not used or serviced in accordance with the manufacturer's instructions or if repairs and/or replacement or similar operations have been performed by persons other than those assigned or authorized to do so by Entermed.
 4. Entermed are not held to pay for any further damages, in particular compensation for indirect losses or loss of profit.
 5. Claims are no grounds for client to postpone payment of receivables. Compensation is not allowed.

Article 10. INTELLECTUAL PROPERTY RIGHTS

1. Entermed retain intellectual property rights to all supplies e.g. equipment, software, designs, installation proposals, offers etcetera. This clause remains valid for supplies developed with the help or know-how of the client.
2. For any developments commissioned by Entermed, whether or not on the basis of Entermed supplies, intellectual property rights shall remain with Entermed. Should, for transfer of these rights, the cooperation of the client be required, client pledges to cooperate promptly.
3. All Entermed supplies as referred to in preceding articles shall remain Entermed property and not be copied or otherwise used as for the purpose for which they were originally intended without their explicit written consent. Neither shall these supplies be directly or indirectly be made available or submitted for reference to third parties.
4. The client is not entitled, unless provided for in the contract, to utilize any of the supplies of Entermed for several systems within his operation.
5. Should Entermed designs be fully or partly implemented by third parties in violation of the Entermed intellectual property right, Entermed shall be entitled to charge the client a fine amounting to 15% of the price offered, without prejudice to the client's further liability to compensate the loss suffered.

6. In the event of violation of intellectual property rights in any other way than referred to in the previous paragraph, the client shall be liable for all consequential losses suffered by Entermed.
7. Upon purchase of goods by Entermed, the Vendor clears Entermed from any third party claims relating to these supplies.

Article 11. ACT OF GOD

1. In the event of an Act of God, execution of the contract is suspended until such circumstances have ceased to exist, unless Entermed notify client in writing that they shall cancel the (rest of the) contract. The client shall pay for the implemented part of the contract. If a situation occurs over which either party has no control, the party involved shall notify his counterpart forthwith.
2. The term "Act of God" refers to any circumstance for which persons employed by Entermed or assigned to tasks by them are not to blame, but due to which the contract can not be filled and over which Entermed have no control as well as circumstances due to which Entermed cannot within reason be expected to (continue to) proceed to implementation of the contract i.e. inter alia corporate failure, delayed delivery of performance failure by third parties for any reason what so ever, weather conditions, strikes and government measures and regulations.

Article 12. PROPERTY CLAUSE

1. After delivery of goods to the client by Entermed, the supplies remain Entermed property pending payment in full of the contract.
2. The client is not entitled to pledge Entermed supplies to third parties or transfer them, prior to full payment of the supply.
3. If the client fails to meet any of his obligations vis-a-vis Entermed, Entermed shall be entitled without further notice to collect the property (whether or not processed) supplied. In doing so, Entermed still retain the right to claim damages, loss of profit plus interests.
4. Entermed are irrevocably authorised by client to undertake anything they think fit to safeguard their rights referred to in this article.
This includes inter alia to authorise removal of Entermed-owned goods and entering premises where these goods are located.

Article 13. LIABILITY

1. Entermed exclude liability towards the client for any acts of omissions by persons in their employment or assigned by them to accomplish work, whether directly or indirectly related to the execution of the contract and for any damage relating to the supply, except in cases of evident intent or conspicuous blame.
2. Except in cases of evident intent or conspicuous blame on the side of Entermed, the client shall clear Entermed from any third party claims for damage caused in relation to the Entermed supplies or to the activities deployed by Entermed in the course of the contract.

3. Except in cases of evident intent or conspicuous blame on the side of Entermed, Entermed shall not be held responsible for any errors what so ever in the operating instructions of Entermed supplies. The client shall also clear Entermed from any third party claims, including the client's staff, in this respect.
4. Entermed liability shall never exceed the amount of the relevant contract. Entermed shall never assume responsibility for consequential loss, loss of profit of immaterial damage.

Article 14. THIRD PARTY EXECUTION

1. Entermed may decide to have (part of) the contract filled and (part of) the relevant work accomplished by a third party or by third party staff. In as far as these third parties or their staff are legally liable towards the client, it is specified that for the activities for which Entermed employ them, they shall be considered as exclusively employed by Entermed. Concerning them, all provisions excluding and limiting liability and concerning indemnification of Entermed, as defined in these conditions, shall be equally applicable.

Article 15. GOVERNING LAW AND DISPUTES

1. All contracts shall be governed by the Netherlands law.
2. Except for disputes for which a lower county ("kanton-") court is competent, all disputes shall be submitted for settlement to the competent Montfoort Court of Law.