



## GENERAL TERMS AND CONDITIONS of ASAMED NV

### Article 1: Definitions

11. In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.

ASAMED:	ASAMED NV sedentary Paramaribo, Surinam. Is the user of these general terms and conditions.
buyer:	ASAMED's other party to the contract, acting in the course of his profession or business, who which ASAMED sells and delivers, and for whom ASAMED renders services should the need arise, etc.
Contract:	The contract between ASAMED and the buyer.

### Article 2: Scope of Application

- 2.1. These conditions are applicable to all legal relationships between ASAMED and the buyer, including all offers, quotations and agreements between ASAMED and the buyer to which ASAMED has declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.
- 2.2. These terms and conditions are further applicable to all contracts with ASAMED that are executed with the assistance of third-parties.
- 2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.
- 2.4. The applicability of any purchasing or other conditions of the buyer is expressly rejected.
- 2.5. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. ASAMED and the buyer will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
- 2.6. These General Conditions have also been written for the employees of ASAMED and its management.
- 2.7. In the event of any indistinctness regarding the interpretation of one or more stipulations of these General Conditions, the interpretation should be made to 'the spirit' of these stipulations.
- 2.8. In the event that a situation between parties arises that has not been regulated in these General Conditions, this situation should be assessed to 'the spirit' of these General Conditions.
- 2.9. Should ASAMED not always require strict observance of these conditions, this shall not mean that the conditions thereof are not applicable, or that ASAMED, to any extent, should forfeit the right to require strict observance of these conditions in other cases also.
- 2.10. By placing an order, respectively accepting an offer of ASAMED, the buyer is considered to have accepted these conditions. ASAMED is entitled to refuse offers or to attach certain conditions to the delivery of products.
- 2.11. The stipulations in these conditions are applicable to all offers of, agreements with and deliveries by ASAMED, unless explicitly, in writing, agreed otherwise.
- 2.12. The buyer with whom once, on the basis of these conditions, an agreement had been concluded, herewith agrees, that these conditions shall also apply to future orders, and/or newly with ASAMED to be concluded agreements.

### Article 3: Samples

- 3.1. If samples are placed at the disposal of the buyer, the buyer shall not be entitled to sell those or to use them for another purpose than they have been supplied for.
- 3.2. Buyer may only apply, in writing, for one sample per product.
- 3.3. Samples are sent to the buyer free of obligations, unless ASAMED deems otherwise. ASAMED shall inform the buyer accordingly in writing.
- 3.4. This service is intended to allow businesses to test ASAMED's products.
- 3.5. Buyer respects the intellectual property of ASAMED as described in article 17.
- 3.6. Businesses only are allowed to make use of this service.
- 3.7. ASAMED will supply 1 (one) sample per product per business, provided that buyer does not need more samples for country registrations, for various methods of testing of samples supplied by ASAMED, and/or for other reasons, about which ASAMED shall judge whether more samples are necessary and of the level of the amount for which buyer will be invoiced for delivery of more samples.
- 3.8. ASAMED and its distributors may, at all times, without stating the reasons, refuse a sample request.
- 3.9. Dispatching and handling is done by ASAMED and/or distributors of ASAMED.
- 3.10. All products must be tested by the buyer before use with regard to their suitability for the specific application.
- 3.11. Buyer will always before use read the technical description, the medical instruction leaflet and also the label on the packaging and will adhere to the (safety) instructions therein described.
- 3.12. ASAMED and its distributors decline every liability for any direct or indirect incidental or consequential loss in the broadest sense of the word.

### Article 4: Quotations, offers and realization of agreements

- 4.1. All offers made by ASAMED are subject to contract unless an acceptance period has been expressly stated in or in relation to the quotation. A quotation or offer expires if the product to which the quotation or offer is related is in the meantime no longer available.

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44. ASAMED cannot be held to its quotations or offers if the buyer can reasonably understand that the quotations or offers, or any part thereof, are an obvious mistake or error.
45. If the acceptance (whether or not on minor points) deviates from the offer specified in the quotation or the offer, ASAMED shall not be bound thereto. The agreement shall then not materialize in accordance with this deviating acceptance, unless ASAMED indicates otherwise.
46. A composite quotation does not oblige ASAMED to perform part of the order at a corresponding part of the specified price. Offers or quotations do not automatically apply to future orders.
47. These conditions apply to all agreements of ASAMED. ASAMED explicitly declines the applicability of any general conditions of the buyer.
48. Deviations from these conditions are only possible if ASAMED, explicitly in writing, has accepted these deviations.
49. All quotations, offers and price lists are completely free of obligations. Prior quotations are considered revoked after publication of a new quotation.
410. The contract is formed between ASAMED and the buyer by one of the following methods and times:
- a) if no order confirmation is sent, at the time at which the buyer expressly accepts in good time and verbally or in writing and in unamended form an offer made by ASAMED;
  - b) if an order confirmation is sent, at the time at which ASAMED takes receipt of the returned order confirmation that was sent to the buyer, signed for agreement;
  - c) or at the time to which ASAMED commences execution of the order on the buyer's request.
- Notwithstanding the above, either party is free to make a case that the contract has been formed by other means and/or at a different time.

**Article 5: Duration of the agreement, delivery period, implementation and amendment of the agreement**

- 5.1 ASAMED will execute the contract with the due care that can reasonably be expected of a good contractor. ASAMED does not however guarantee that a certain result will be achieved.
- 5.2 All deadlines indicated by ASAMED are indicative and are not to be regarded as firm deadlines. Exceeding these deadlines shall not oblige ASAMED to pay any compensation for damages or give the buyer the right to dissolve the contract other than in cases of intentional act or omission or causes on par with gross negligence on the part of ASAMED. If a period is exceeded, the buyer should so serve proof of default, in writing, to ASAMED. ASAMED should thereby still be allowed a reasonable period to implement the agreement.
- 5.3 In cases of late delivery ASAMED must be held in default by the buyer before being considered to be in default.
- 5.4 If and in so far as required for the correct execution of the contract, ASAMED reserves the right to have the work carried out by third-parties.
- 5.5 The buyer shall ensure that ASAMED is provided in good time with all information that ASAMED indicates is necessary and which the buyer could reasonably be expected to realise is necessary to the execution of the contract. If the information required for the execution of the contract is not issued to ASAMED on time, ASAMED reserves the right to suspend execution of the contract and/or to charge the buyer with extra costs incurred as a result of the delay at the current market rates.
- 5.6 The agreement between ASAMED and the buyer is entered into for an indefinite period of time unless, from the nature of the agreement, otherwise results or if parties explicitly and in writing agree otherwise.
- 5.7 If ASAMED is in need of data from the buyer to implement the agreement, the implementation period shall not commence earlier than after the buyer has placed these data correctly and completely at the disposal of ASAMED.
- 5.8 ASAMED reserves the right, in the event that the creditworthiness of the buyer is in doubt, or, on account of other businesslike reasons, to require advance payment for the delivery or that security is placed. If the required advance payment fails to occur and/or the required security is not placed to the satisfaction of ASAMED, ASAMED reserves the right to suspend or decline the delivery.
- 5.9 Delivery shall take place from factory/store/shop/warehouse/supplier of ASAMED.
- 5.10 The buyer is obliged to accept the goods at the time at which ASAMED delivers them or has them delivered to him or when they are made available to him in accordance with the contract.
- 5.11 If the buyer refuses to take delivery or fails to provide information or instructions necessary to the delivery, ASAMED shall be entitled to store the goods at the buyer's expense and risk.
- 5.12 For orders with a purchase value lower than \$ 475.000,- US Dollars, excluding VAT, the transport costs are payable by the buyer. For orders with a purchase value exceeding \$ 475.001,- US Dollars, excluding VAT, the transport costs are payable by ASAMED, other than in cases of transport of exceptional magnitude (to be decided at the buyer's discretion), or foreign shipments, the costs of which are payable by the buyer.
- 5.13 The risk of the goods shall transfer to the buyer at the time at which they are legally and/or actually delivered to the buyer and are thus placed at the buyer's disposal or a third-party nominated by the buyer for that purpose.
- 5.14 ASAMED is entitled to implement the agreement in various phases and to invoice the so implemented part separately.
- 5.15 If the agreement is implemented in phases, ASAMED may suspend the implementation of those parts that belong to a following phase, until the buyer, in writing, has approved the results of the preceding phase.
- 5.16 If during the implementation of the agreement prove arises that, for a proper implementation, it is necessary to amend or supplement the agreement, parties shall then timely and in mutual consultation proceed to adjust the agreement. If the nature, extent or contents of the agreement, whether or not at the request or indication of the buyer, or of the competent authorities et cetera, are amended and the agreement thereby either in qualitative and/or quantitative respect becomes changed, then this may also have consequences with respect to that which originally had been agreed. The originally agreed amount may consequently be increased or decreased. If such a situation arises, ASAMED shall, as

- including the change in price and period of implementation.
- 5.17. In the event that the agreement is amended, including an addition, then ASAMED is entitled to implement such only after this has been agreed by an authorized person within ASAMED and the buyer has agreed to the price and other conditions indicated for implementation, including the then to be determined time on which execution shall be given thereto. The non- or non-immediate implementation of the amended agreement shall not cause default on the side of ASAMED and shall neither result in grounds for the buyer to terminate the agreement. Without thereby becoming in default, ASAMED may refuse a request to amend the agreement, if this in either qualitative and/or quantitative respect could have consequences e.g. for the works which in that scope must be performed or the goods that must be delivered.
- 5.18. Should the buyer come into default with respect to the sound compliance with what he is bound towards ASAMED, then the buyer is liable for all damages (including costs) which either directly or indirectly shall occur on the side of ASAMED.
- 5.19. If ASAMED and the buyer agree to a fixed price, then ASAMED is nevertheless and at all times entitled to increase this price without the buyer, in that case, being entitled to terminate the agreement for that reason, if the price increase results from a competence or obligation in pursuance of the law, or instructions, or is caused by an increase of the price of raw materials, wages, et cetera or on other grounds, which at the time the agreement was concluded, in reason, could not be foreseen.
- 5.20. If the price increase, other than as a result of an amendment of the agreement, amounts to more than 10% and occurs within three months after the conclusion of the agreement, then it shall exclusively be the buyer, with a plea on Title 5 Chapter 3 Book 6 of the Civil Code, who is entitled to terminate the agreement by means of a written statement, unless ASAMED, in that case, is still willing to implement the agreement on the basis of what was originally agreed, or if the price increase results from a competence or an obligation resting on ASAMED in pursuance of the law or if it is agreed that the delivery shall occur more than three months after the purchase.

#### **Article 6: Price and costs**

- 6.1. The price is exclusive of VAT and all other costs incurred in the context of the contract.
- 6.2. ASAMED reserves the right to increase that price, in cases where amendments or additions are made to the contract, for example.
- 6.3. ASAMED is further authorised to pass on price increases to the client if cost-determining factors such as salaries or other costs are increased between the time of the quotation and delivery.

#### **Article 7: Payment**

- 7.1. Invoices are payable within 14 days of the invoice date in a manner indicated by ASAMED and in the currency stated on the invoice, without deduction, discount or set-off being permitted. Objections to the level of the bills do not suspend the payment obligation unless indicated differently by ASAMED in writing, ASAMED is entitled to invoice periodically. Payment in advance at confirmation of an order and/or assignment is required, unless explicitly agreed otherwise.
- 7.2. If the buyer fails to remit payment within the 14-day period, the buyer shall be held in default by operation of law. The buyer shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the buyer was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- 7.3. In the event of the buyer being liquidated, declared bankrupt or granted suspension of payment, the claims of ASAMED on the buyer shall become immediately due and payable.
- 7.4. ASAMED reserves the right to have payments made by the buyer extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. ASAMED can refuse a payment offer, without that being in default, if the buyer indicates a different order of allocation. ASAMED can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.
- 7.5. If ASAMED exceeds any payment period ASAMED has the right to discontinue further deliveries to the buyer until the full outstanding amount under all contracts entered into with ASAMED has been paid. ASAMED is in that case further entitled to send subsequent deliveries exclusively on a cash on delivery basis.
- 7.6. The buyer is never entitled to deduction of what he is indebted to ASAMED.
- 7.7. Objections with regard to the amount of an invoice do not suspend the obligation to pay.
- 7.8. If the buyer is in default or in neglect of the (timely) compliance with his obligations, then all the reasonable costs to obtain payment outside of court shall come for the account of the buyer. The extra judicial costs will be calculated on the basis of what is customary in the Surinamese collection practice. If, however, ASAMED has made higher costs with regard to the collection which were in reason necessary, the actually made costs shall be eligible for compensation. The potential judicial- and execution costs made shall also be recovered from the buyer. The buyer shall also owe interest on the indebted costs of collection.

#### **Article 8: Retention of title/Reservation of property**

- 8.1. All goods delivered by ASAMED remain the property of ASAMED until the buyer has met in full all of the obligations under the contract entered into with ASAMED; this to be decided at ASAMED's discretion.
- 8.2. The buyer is not authorised to pledge or encumber in any other way the goods covered by retention of title.
- 8.3. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the buyer is obliged to notify ASAMED of that as soon as may reasonably be expected.
- 8.4. The buyer is obliged to insurance goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand. In the event of possible



payment of the insurance, ASAMED is entitled to these monies. The buyer shall, as far as this may be necessary, in advance, pledge himself to render his cooperation to all that in that connection may deem (or may prove to be) necessary.

- 8.5. Goods delivered by ASAMED and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment. If the goods are resold, the buyer further undertakes to transfer them under retention of title.
- 8.6. In the event of ASAMED wishing to exercise his property rights as provided for in this article, the buyer hereby gives un conditional and irrevocable permission, now for then, for ASAMED or third-parties engaged by ASAMED to enter the places where the property of ASAMED is located and to repossess that property.
- 8.7. The buyer should always do what is reasonably expected from buyer to secure property of ASAMED.
- 8.8. If it is the desire of the buyer to use the design for another purpose than described in the order confirmation, the buyer must obtain the explicit permission of ASAMED.
- 8.9. ASAMED is in no way liable when a product made by him by order of the buyer, infringes on any copyright, the exclusive right on drawings or models, or patent law of third parties.

#### **Article 9: Collection costs**

- 9.1. All judicial and extrajudicial (debt collection) costs reasonably incurred by the buyer in connection with the consumer's non-compliance or late compliance with his payment obligations shall be for the buyer's account.
- 9.2. The buyer is liable for payment of statutory interest over the debt collection costs.

#### **Article 10: Guarantees, examination and complaints, limitation period**

- 10.1. The buyer must notify ASAMED in writing of complaints within 7 days of establishing the defect. The letter of complaint should contain a description of the failure to perform in as much detail as possible so that ASAMED is able to put forward an adequate response.
- 10.2. If a complaint is well-founded, ASAMED is authorised to decide at his own discretion whether to amend the invoice, redeliver the relevant product or service or reimburse a proportion of the price already paid without continuing to implement the contract.
- 10.3. If the buyer fails to lodge a claim within the period provided for in article 10.1, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.
- 10.4. The goods to be delivered by ASAMED will meet the usual requirements and standards which, at the time of delivery, may reasonably be prescribed and for which they, in the event of normal use in Suriname, are intended. The guarantee referred to in this article applies to goods intended for use in Suriname. In the event of use outside of Suriname the buyer should personally verify if the use thereof is suitable for the use there and meets the conditions that have been set thereto. ASAMED may in that case prescribe other guarantees and other conditions with regard to the goods to be delivered or the works to be executed.
- 10.5. The guarantee referred to in paragraph 1 of this article is valid for a period of 90 days, after delivery, unless different ensues from the nature of the delivery or parties have agreed differently. If the guarantee from ASAMED regards a good that has been produced by a third party, then the guarantee shall be limited to what the producer of that good provides, unless otherwise mentioned.
- 10.6. Every form of guarantee expires if a defect has occurred as a result of or ensues from improper use thereof or use after the best-before date, incorrect storage or maintenance thereto by the buyer and/or by third parties, if without written permission of ASAMED, the buyer or third parties have applied changes to the good or have tried to apply, if other goods were attached thereto which should not have been attached thereto, or if these were processed or handled in another manner than prescribed. The buyer shall neither qualify for guarantee if the defect has originated by or is the result of circumstances which ASAMED cannot influence, among those included weather circumstances (such as e.g. but not exclusively, extreme rainfall or temperatures) etcetera.
- 10.7. The buyer is obliged to examine the delivery or have it examined, immediately at the time that the goods are placed at his disposal respectively the relevant works are executed. The buyer thereby needs to examine if quality and/or quantity of the delivery correspond with what has been agreed and satisfies the requirements what parties, to that respect, have agreed. Possibly visible defects should be reported to ASAMED in writing within seven days after delivery. Non-visible defects, if any, should immediately, but in any case within fourteen days after discovery thereof at the latest, be reported, in writing, to ASAMED. The report should contain a description of the defect, as detailed as possible so as to allow ASAMED to react ad equately. The buyer should allow ASAMED the opportunity to examine a complaint or to have it examined.
- 10.8. A timely complaint by the buyer does not suspend his obligation to pay. The buyer shall in that case also be obliged to purchase and payment of the otherwise ordered goods.
- 10.9. If a defect is reported at a later time, then the buyer shall have no further right to repair, replacement or compensation.
- 10.10. If there is certainty that a good is defective and, as to that, timely has been complained, then ASAMED shall, within a reasonable period after return receipt thereof or if return is reasonably not possible, by written notice of the defect by the buyer, at the choice of ASAMED, replace or see to repair thereof or to replacing compensation for the buyer. In the event of replacement the buyer is obliged to return the replaced good to ASAMED and provide ASAMED with the property thereof, unless ASAMED indicates differently.
- 10.11. If it has been established that a complaint is unfounded, then the costs thereby incurred on the side of ASAMED, including the costs of examination, shall entirely be for the account of the buyer.
- 10.12. After the expiry of the period of guarantee all costs of repair or replacement, including administrative-, shipping- and call out charges will be invoiced to the buyer.

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- 10.13. Contrary to the legal limitation periods, the limitation period of all claims and objections and defences towards ASAMED and the third parties involved by ASAMED in the implementation of an agreement shall amount to one year.
- 10.14. Defects in a part of the delivery do not give the buyer the right to refuse the entire delivery.
- 10.15. Complaints can be no reason for suspension of the obligation of the buyer to pay.

#### **Article 11: Expiry period**

- 11.1. Notwithstanding the provisions of article 10, the buyer is obliged if he is or remains of the opinion that ASAMED has failed to implement the contract on time, completely or correctly - unless this is done subject to the provisions of article 10.1 - to notify ASAMED as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

#### **Article 12: Suspension, dissolution and premature termination of the agreement**

- 12.1. ASAMED is authorized to suspend the compliance of the obligations or to dissolve the agreement, if:
  - the buyer fails to meet the obligations of the agreement, either partially entirely or untimely;
  - circumstances that have come to light after conclusion of the agreement give good grounds to fear that the buyer shall not comply with his obligations;
  - the buyer, at the conclusion of the agreement, has been requested to place security for the fulfilment of his obligations ensuing from the agreement and this security fails to occur or is insufficient.If by delay on the side of the buyer ASAMED may no longer be required to implement the agreement at the originally agreed conditions, ASAMED shall be entitled to dissolve the agreement.
- 12.2. ASAMED is furthermore authorized to dissolve the agreement if circumstances occur which are of such nature that compliance of the agreement becomes impossible or if otherwise circumstances arise which are of such nature that unchanged maintaining of the agreement may reasonably not be required from ASAMED.
- 12.3. If the agreement is dissolved the claims of ASAMED on the buyer shall immediately be payable. If ASAMED suspends the compliance of the obligations, ASAMED shall retain the claims ensuing from the law and the agreement.
- 12.4. If ASAMED proceeds to suspending or dissolving, ASAMED shall in no way be obliged to compensate damages and costs which may thereby in any way occur.
- 12.5. If the dissolution is attributable to the buyer, ASAMED shall be entitled to compensation of the damage, including the costs, thereby incurred directly and indirectly.
- 12.6. If the buyer fails to comply with his obligations ensuing from the agreement and this non-compliance justifies dissolution, then ASAMED shall be entitled to dissolve the agreement at once and starting immediately without any obligation for his part to payment of any compensation or indemnification, while the buyer, on account of default, shall indeed be obliged to compensation.
- 12.7. If the agreement is dissolved prematurely by ASAMED, ASAMED in consultation with the buyer shall provide for transfer of outstanding works to third parties. This, unless the dissolution is attributable to the buyer.  
If the transfer of the works results in extra costs for ASAMED, then these shall be charged to the buyer. The buyer is obliged to pay these costs within the designated period, unless ASAMED indicates otherwise.
- 12.8. In the event of liquidation, (application for) suspension of payment or bankruptcy, of attachment - if and insofar the attachment has not been annulled within three months - at the account of the buyer, of debt restructuring or another circumstance by which the buyer no longer has the free disposal of his capital, ASAMED shall be at liberty to terminate the agreement at once and with immediate commencement or to annul the order or the agreement, without any obligation on the side of ASAMED regarding any damages or compensation. The claims of ASAMED on the buyer shall in that case be immediately payable.
- 12.9. If the buyer decides to annul an order already placed either entirely or partly, then the goods ordered or prepared to that regard, increased with the costs of transport and delivery thereof and also the working hours reserved for the implementation of the agreement, if any, shall integrally be charged to the buyer.

#### **Article 13: Liability**

- 13.1. In the event of ASAMED being held liable, that liability shall be limited to the provisions of this clause.
- 13.2. ASAMED's liability for losses suffered by the buyer caused by the late, incomplete or incorrect implementation of the contract shall be limited to a maximum of the invoice amount charged by ASAMED to the buyer for the delivered goods and or the performance of services in which the cause of the loss has occurred. The compensation payable by ASAMED to the client cannot however under any circumstances exceed the amount for which ASAMED's liability is insured or a maximum amount of \$ 25,000.- US Dollars if no cover is provided by that insurance, insofar as that insurance does not provide cover in the case in question. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of ASAMED. For the purpose of this and subsequent clauses of this article ASAMED is also defined as ASAMED's employees and third-parties he has engaged for the implementation of the order.
- 13.3. ASAMED cannot be held liable for losses caused by the buyer's failure to meet his obligation to provide information as provided for in article 3.3 unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of ASAMED.
- 13.4. Neither can ASAMED be held liable for losses caused by acts or omissions of third-parties engaged by the buyer during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of ASAMED.

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- 13.5. ASAMED is further authorised at all times to maximally limit or reverse the buyer's loss, for which the buyer is obliged to cooperate in full.
- 13.6. The buyer is obliged to limit or, where possible, to reverse his or her loss and that of his or her members.
- 13.7. ASAMED is exclusively liable for direct damage.
- 13.8. Direct damage exclusively includes the reasonable costs for determination of the cause and the extent of the damage, insofar the determination concerns the damage in the sense of these conditions, the reasonable costs made to have the inadequate performance of ASAMED answer to the agreement, in so much these can be attributed to ASAMED, and reasonable costs made to avoid or limit the damage, if any, insofar the buyer proves that these costs have resulted in limitation of direct damage as referred to in these General Conditions.
- 13.9. ASAMED is never liable for indirect damage, including consequential loss, loss of profit, missed savings and damage resulting from industrial, economical or business stagnation.
- 13.10. The restrictions with regard to liability included in this article do not apply if the damage is to be blamed to intent or gross guilt of ASAMED or its executive subordinates.
- 13.11. The buyer is obliged to strict observance of the instructions regarding the manner of storage and treatment of the delivered goods and for such measures that possible damage to the delivered goods is, as much as possible, limited.
- 13.12. ASAMED is authorized to involve third parties for the execution of what has been agreed. With regard to goods from third parties, which have been sold and delivered by ASAMED, ASAMED shall not bear any liability, unless the buyer proves that the damage has been caused by intent or gross guilt by ASAMED.
- 13.13. If ASAMED includes goods to be delivered in its offer, ASAMED shall thereby base itself, with regard to these products, on the data provided to ASAMED by the manufacturer or the supplier of the products about the behaviour and characteristics of these products. ASAMED shall on the grounds of the foregoing not be liable for damage developed in that connection.
- 13.14. ASAMED shall never render medical advice, professional diagnoses, opinions, treatment and service to buyers or individuals. The information rendered by ASAMED is not a replacement of medical or professional advice or care, and may never be considered as visit, consult or medical advice from a physician or other healthcare provider. ASAMED is on the grounds of the foregoing not liable for damage from whatsoever advice, manner of treatment, diagnoses or any other information, services or product.

#### **Article 14: Transfer of Risk**

- 14.1. The risk of loss, damage or depreciation is transferred to be buyer at the time on which goods to the buyer are brought into the power of the buyer.

#### **Article 15: Indemnification**

- 15.1. The buyer indemnifies ASAMED against claims of third-parties regarding intellectual property rights on materials or information issued to the buyer and which are used during implementation of the contract.
- 15.2. The buyer indemnifies ASAMED against claims of third-parties regarding losses related to or arising from the contract implemented by ASAMED if and insofar as ASAMED is not liable to the buyer in that respect by virtue of the provisions of article 13.
- 15.3. In the event that ASAMED, on that account, should be called on account by third parties, then the buyer is obliged, both in and out of court, to act for ASAMED and forthwith do all that in such case may be expected from him. Should the buyer remain in default to take adequate measures, then ASAMED, without serving notice of default, is entitled to proceed independently. All costs and damage on the side of ASAMED and third parties thereby incurred shall integrally be for the account and risk of the buyer.

#### **Article 16: Force majeure**

- 16.1. The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- 16.2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of ASAMED but which prevent ASAMED from meeting his obligations. That includes strikes at ASAMED's business. ASAMED also has the right to refer to 'circumstances beyond one's control' if the condition that prevents (further) compliance with the agreement occurs after ASAMED had to comply with its commitment.
- 16.3. No claims for any compensation can be made by the buyer in the event of force majeure.
- 16.4. If a case of force majeure leads to an agreed date or term being exceeded, the buyer has the right to dissolve the relevant contract by means of written notification to that effect. That dissolution shall not extend to goods that have already been delivered; those goods must be paid for by ASAMED with due observance of article 7 of these general conditions.
- 16.5. ASAMED may suspend the obligations from the agreement during the period that the 'circumstances beyond one's control' continue. If this period lasts more than two months, then each of the parties is entitled to dissolve the agreement, without obligation of compensation of damages on the side of the other party.
- 16.6. For as much as ASAMED, at the time the 'circumstances beyond one's control' came into existence, has in the meantime partly complied with its obligations from the agreement or shall be in the position to meet these, and an independent value falls to the part already complied with respectively the part yet to be complied with, ASAMED shall be entitled to invoice the part already complied with respectively the part as yet to be complied with, separately. The buyer is obliged to pay this invoice as if this was a matter of a separate agreement.



#### **Article 17: Intellectual property**

- 17.1. ASAMED reserves the rights and powers to which he is entitled on the grounds of the Copyright Law and other intellectual legislation and instructions. ASAMED is entitled to use its knowledge, which by virtue of the implementation of the agreement has increased, for other purposes also, insofar no strict confidential information of the buyer is herewith brought to the knowledge of third parties.
- 17.2. Buyer must respect all intellectual and industrial property rights that rest on the products delivered by ASAMED completely and unconditionally, among which 'ASAMED' also is to be considered as a registered trademark, et cetera.
- 17.3. ASAMED does not guarantee that the goods delivered to any party shall not infringe any (unwritten) intellectual and/or industrial property right of third parties.

#### **Article 18: Applicable law and disputes**

- 18.1. All legal relationships to which ASAMED is a party, shall exclusively be subject to Surinamese law, also in the event that an agreement either partly or entirely is to be implemented abroad or if the party involved in the legal relationship has his residence at that place.
- 18.2. In the absence of mandatory rules of law to the contrary, the court in ASAMED's place of establishment has exclusive competent jurisdiction.
- 18.3. All legal relationships between ASAMED and the buyer to which these general conditions apply shall be governed by the laws of Surinam. The Vienna Sales Convention is expressly excluded.
- 18.4. Parties shall only appeal to the judge after they have made supreme effort to settle a dispute mutually.

#### **Article 19: Hardship clause**

- 19.1. If the circumstances from which the parties departed at the conclusion of the agreement change during the course of the agreement insofar that the buyer, to the standards of reasonableness and fairness may not expect unchanged preservation of the agreement, consultation shall take place regarding premature amendment of the agreement.

#### **Article 20: Return shipments**

- 20.1. The buyer is not allowed to return the goods delivered by ASAMED unless:
- ASAMED has made an error during the processing and/or delivery of an order;
  - it is a matter of a quality deficiency of a delivered article or its packaging.
- The compensation rule referred to in this article is under no circumstances applicable to:
- goods especially ordered for the buyer;
  - articles (medicines) that should be kept in a refrigerator;
  - medicines subject to the Opium Act;
  - sterilized medical aids.
- 20.2. The buyer must report return goods to ASAMED in advance. At returning of goods both the order number and the order date must be mentioned. ASAMED shall neither destroy nor credit unjust return shipments, but return these to the buyer.

#### **Article 21: Site and change of conditions**

- 21.1. These conditions have been filed at the offices of the Chamber of Commerce and Industries at Paramaribo, Surinam for ASAMED.
- 21.2. The most recently filed version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.
- 21.3. The Dutch text of the General Conditions is always decisive for their interpretation.

**ASAMED General Terms & Conditions are registered at the Chamber of Commerce and Factories, Paramaribo, Surinam, South America under number 54113**