

## **GENERAL SALE AND DELIVERY CONDITIONS OF ZOLL INTERNATIONAL HOLDING B.V.**

### **Offer and Agreement.**

- 1.1 These General Conditions shall apply to all offers and quotations made by, all agreements concluded and/or executed by, and to all deliveries and services rendered by or on behalf of Zoll International Holding B.V. of Elst, the Netherlands, hereinafter abbreviated to "Zoll", to and/or with any third party/parties (hereinafter referred to as: "the Customer"). Deviations from these General Conditions shall only be valid if they have expressly been agreed by Zoll with the Customer in writing.
- 1.2 If any provision of these General Conditions turns out to be null and void or not legally valid, the other provisions hereof shall remain in force. If such a provision would have applied if it would have had a more limited scope, then that more limited scope shall automatically apply in the broadest sense possible.
- 1.3 All offers shall be without engagement, unless expressly stated otherwise in the offer.

### **Delivery and Risk of Loss**

2. In case of an order with a total value less than € 1,000.00 (excl. VAT), Zoll will charge € 30.00 shipping and handling fee, unless expressly agreed otherwise in writing. Products will be shipped FCA (Incoterm 2020).

### **Payment.**

- 3.1 Unless stated otherwise, the Customer must have paid the invoice amount within thirty (30) days from the sending date of the invoice. After and as from that payment due date of the invoice, the Customer shall be charged an interest of 1.5% per month, in which any part of a month will be counted as a full month. Moreover, the Customer shall reimburse to Zoll any extrajudicial costs and any costs of litigation that Zoll has to incur for collection. In case of late payment, the extrajudicial costs shall amount to at least 10% of the invoice amount, with a minimum of 100 euros, without prejudice to the entitlement of Zoll to full reimbursement of the costs incurred by it, if and in so far as these are higher.
- 3.2 Zoll may at any time refuse to make any shipment or delivery, save after receipt of payment or security, if and in so far as that payment or security is sufficient according to Zoll.
- 3.3 In addition to the stated prices, the Customer shall be held to pay any present or future sales or use tax (including VAT) and/or any other similar taxes, customs duties and costs that are applicable to the sale or use of the equipment. Instead thereof, the Customer can provide to Zoll a certificate regarding tax exemptions that is acceptable to the Dutch Tax Administration.
- 3.4 In case of an increase of one or more of the factors that determine the cost price, Zoll shall have the right to increase the order price accordingly, all this with due observance of any applicable mandatory statutory provisions existing in respect thereof.

### **Guarantee**

4. (a) Zoll guarantees to the Customer that the equipment (other than accessories and electrodes) will as from the date of installation, if that occurs earlier, or as from thirty (30) days after the date of shipment from the location of Zoll, in case of normal use and maintenance, during one year be free from any defects in material and workmanship, unless expressly agreed otherwise in writing. Accessories and electrodes will be guaranteed during ninety (90) days after the date of shipment. In this period Zoll will, at no cost for the Customer, repair or replace (entirely at the discretion of Zoll) all component parts of the equipment that according to the findings of Zoll contain defects in material or workmanship. If this check by Zoll does not show any defects in material or workmanship, the Customer will pay the usual service fees of Zoll.
- (b) Zoll shall not be liable for any defect in the equipment, any failure of the equipment in the execution of any specified function, or any other way in which the equipment does not meet the conditions, where this is caused by or attributable to:
  - (I) any changes of the equipment by the Customer, unless those changes are made with the prior written permission of Zoll;
  - (II) use of the equipment in combination with any related or ancillary equipment, accessories or software whatsoever that cannot be used or applied by Zoll;
  - (III) any misuse or abuse of the equipment;
  - (IV) exposure of the equipment to circumstances that are beyond the control of Zoll or the use restrictions specified by Zoll; or
  - (V) the installation or wiring of the equipment otherwise than in accordance with the instructions from Zoll.
- (c) The above guarantee does not apply to goods that are subject to normal wear and failure during use, including without limitation lamps, fuses, batteries, patent cables and accessories.
- (d) The above guarantee does not apply to software that is embedded as part of the equipment (including the software stored in the read-only memory, known as "firmware").

(e) The above guarantee is the exclusive remedy of the Customer and the only liability of Zoll for any breach of any guarantee whatsoever in connection with the equipment supplied under the terms of the agreement. THE GUARANTEE PROVIDED HEREIN IS EXCLUSIVE, AND ZOLL EXPRESSLY REJECTS ALL OTHER WRITTEN, ORAL, IMPLIED AND STATUTORY GUARANTEES, INCLUDING WITHOUT LIMITATION ANY GUARANTEES OF SALEABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### **Software License**

5. (a) All software (the "software", which also includes firmware) that is enclosed as part of the agreement, is licensed to the Customer under a non-exclusive limited license under the conditions set out hereinafter.

(b) The Customer shall not be permitted to copy, distribute, modify, translate or adapt the software, nor shall he disassemble the software or change the source code, or in any way try to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein whatsoever.

(c) All rights regarding the software shall be and remain the property of Zoll, and the Customer shall have no rights or interests in that respect, unless expressly stated otherwise in the agreement.

(d) The right of the Customer to use the software may be terminated by Zoll if there is any failure in the performance of the terms of this agreement.

(e) The Customer can only transfer the license that is granted herewith in conjunction with the transfer of the equipment, and shall after the transfer not be permitted to keep any copies of the software in his possession.

(f) Zoll guarantees that the read-only memory and any other media on which the software has been recorded will during the periods of time and in accordance with the conditions stated in Clause 4 be free from any defects in materials and workmanship.

(g) The Customer understands that the software is a complex and advanced software product and that no guarantee can be given that the performance or operation of the software meets the needs of the Customer. Save as provided in this Clause 5

(I) ZOLL MAKES NO REPRESENTATIONS AND PROVIDES NO GUARANTEES WITH RESPECT TO THE SOFTWARE, AND IN RESPECT THEREOF SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY IMPLIED GUARANTEES OF SALEABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The sole remedy of the Customer for any breach of guarantee or any defect relating to the software is the repair or replacement of any defective read-only memory or other media, so that this will reproduce the software correctly.

#### **Delay in Delivery and/or Delivery Time.**

6. Zoll shall not be liable for any delay in the delivery of any part of the equipment if the cause of that delay is beyond the control of Zoll, including without limitation force majeure, fire, epidemics, floods, riots, war, sabotage, labour disputes, government actions, inability to obtain materials, components, production facilities or means of transportation, or any other cause that is beyond the control of Zoll. In addition, Zoll shall not be liable for any delay in delivery caused by the failure of the Customer to provide any information that in the opinion of Zoll is necessary to Zoll in time. In case of such a delay, the shipment and/or execution date under this agreement will be extended by a period equal to the time that has been lost as a result of that delay. In the event of such a delay, Zoll may allocate available equipment to its Customer on any reasonable or equitable basis. The delivery dates as stated in the quotation and, if applicable, the confirmation of sales orders, shall only be estimates, and Zoll will not be liable for, nor will the agreement be breached by, any delivery of Zoll that takes place within a reasonable period of time after those dates.

#### **Liability**

7. IN NO EVENT SHALL ZOLL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE EXECUTION OF THE AGREEMENT BY ZOLL OR THE FAILURE OF ZOLL TO EXECUTE THE AGREEMENT, OR THE PROVISION, EXECUTION OR USE OF ANY EQUIPMENT OR SOFTWARE THAT HAS BEEN SOLD UNDER THE AGREEMENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF GUARANTEE, NEGLIGENCE OF ZOLL OR OTHERWISE.

This does not apply in case of intent or gross negligence of Zoll, or in the case of applicable compulsory legal provisions, this to be proven by the Customer, but the liability of Zoll shall at all times be limited to at most the net invoice amount of the relevant delivery. The Customer shall indemnify Zoll against any liability of Zoll towards third parties.

Without prejudice to that which is provided otherwise in this Clause, any claim for damages shall prescribe after one year has lapsed after the damage has manifested or was discovered or recognized, or could reasonably have been discovered or recognized, and in any case after the expiry of a period of three years after the delivery.

Regarding any equipment from third parties that is used by Zoll, the (contract and/or guarantee) provisions applicable to the relevant transaction shall apply to and towards the Customer, if and in so far as Zoll invokes them.

#### **Infringements on Intellectual Property Rights.**

8. In the unhoped-for case that a good sold by Zoll to the Customer in the Netherlands infringes any industrial or intellectual property right of a third party and the Customer is held liable for that, the Customer shall be held to notify Zoll thereof immediately in writing, and Zoll will as then at its own choice either have the right to use that good, or to modify that good in such a manner that it no longer infringes, or to deliver a replacement good that does not infringe, or, after Zoll has received the relevant good back from the Customer, to repay to the Customer the purchase price less a reasonable compensation for the period that the Customer had the good at his disposal. In respect of an infringement of any industrial or intellectual property right outside the Netherlands, the Customer will not have any entitlements, rights and/or claims against Zoll.

Zoll can in no manner or way be held liable for any infringement of any industrial or intellectual property rights or of any other exclusive right that is the result of any change in or to any good sold and/or delivered by or on behalf of Zoll, or of any use of such a good, or of any application of such a good other than as prescribed or assumed by Zoll, or of integration with or in, or use or application in combination with, any other goods not sold and/or delivered by or on behalf of Zoll, or that is the result of a software change that has not been carried out by Zoll.

#### **Claims Relating to Defects.**

9. Each equipment shipment must be inspected by the Customer immediately after receipt. The Customer shall be held to notify Zoll within ten (10) days after receipt in writing of any defects in the shipment. If these defects have not been notified in writing within a period of ten (10) days, between the parties the delivery shall be deemed to have been perfect. For any hidden defects, which must be proven by the Customer, complaints shall only be possible within the guarantee period. If Zoll finds a complaint justified, Zoll shall exclusively be held to replace or repair the defective goods, without the Customer being entitled to any compensation whatsoever. Filing a complaint shall never relieve the Customer from his payment obligations.

#### **Return Shipments and Cancellations.**

10. (a) Before returning any equipment to Zoll, the Customer must have received written permission and instructions from Zoll to do so.

(b) If the Customer receives permission from Zoll to return a product against repayment, the Customer will in connection with the restocking costs be due to Zoll an amount equal to twenty (20) percent of the originally fixed purchase price, with minimum of 50 euros per product.

(c) Any change in the delivery that is caused by the Customer and that results in a delivery date that lies (6) months or more later than the original order date of the Customer will constitute a new order, in which the then current list price for the relevant equipment will be charged.

#### **No Waiver of Default.**

11. In the event of default by the Customer, Zoll may refuse to make further shipments without this prejudicing the rights of Zoll under the order in any way. If Zoll, despite any default by the Customer, prefers to carry out the shipments, this shall not mean that Zoll waives any of its rights in connection with the default.

#### **Transfer of Rights and/or Obligations.**

12. Zoll shall be entitled to transfer its rights and/or obligations under the agreement concluded with the Customer, but the Customer shall not be entitled to do so without the written permission of Zoll.

#### **Reservation of Ownership.**

13. Zoll shall continue to be the owner of the products until the moment that the Customer has paid the products, including any interest and costs, in full.

**Governing Law.**

14. The agreements between Zoll and the Customer shall be governed by Dutch law. Any disputes shall be settled by the competent Dutch court.