

# Terms and conditions

## 1. General

These terms and conditions form part of every quotation issued by Recell Group B.V. or its subsidiaries (hereinafter referred to as Recell Group) and every agreement entered into with Recell Group in respect of the supply of goods and/or services, unless these terms and conditions have been mutually agreed by Recell Group and the other party. In the event that one or more articles in these general terms and conditions should be wholly or partially null and void or voided, this will not affect the applicability of the remaining terms and conditions.

## 2. Quotation

A quotation issued by Recell Group may be accepted by the other party during a period of one month from the date of the quotation, unless stated otherwise in the quotation.

## 3. General mission and confidentiality

- a. Recell Group and its counterparty are bound to each other by generally applicable rules and standards of honour and reputation and will refrain from acts that damage their trust.
- b. Recell Group will not make any confidential information arising from the agreement available to third parties in any way, unless otherwise required by law, court order or for use for comparison, statistical and scientific purposes, whereby Recell Group undertakes in the latter three not to disclose the identity of the other party.

## 4. Outsourcing

Recell Group is authorised to have all or part of its work performed by third parties, of which it will inform the other party.

## 5. Pricing

The price for the work is stated in the quotation or otherwise agreed in writing. In the absence of an agreement on the price, the prices and standards applied by Recell Group shall apply. On request, Recell Group will inform the other party of these prices and standards.

Price increases up to two months after the conclusion of the agreement will not be passed on. All prices are exclusive of turnover tax and other costs, such as transport costs, unless stated otherwise.

## 6. Payment

In principle, Recell Group submits its invoices on a monthly basis, unless agreed otherwise. Recell Group is free to send advance invoices. Payment of (advance) invoices is due within fourteen days of the date of the invoice. If this term of payment is exceeded, the other party will be in default without notice of default being required and will owe Recell Group interest of 2% above the statutory rate on the amount of the outstanding (advance) invoices. If Recell Group has not received payment, whether or not following a reminder, it is entitled to pass on its claim and the other party will also owe the associated costs plus turnover tax. Furthermore, the other party shall owe all other costs, however named, that Recell Group has to incur to collect its claim. Payments made by the other party will always first be deducted from the costs and interest owed (in that order) and then deducted from the principal sums, with old claims taking precedence over new ones.

## **7. Interim suspension and termination of the agreement**

Recell Group and the other party have the right to unilaterally suspend or terminate the agreement, in whole or in part, by means of a reasoned notice sent by registered letter or writ. The other party will in that case be liable for such part of the price as corresponds to the state of progress from the date of suspension or termination. Recell Group is not liable for damages in such an event. If the other party exercises its rights under this article, the other party will also owe the costs incurred and to be incurred as of the date of suspension or termination, as well as full compensation for damages in connection with the work.

## **8. Proprietary rights**

The other party acquires ownership of the goods supplied by Recell Group under the agreement, however, with the exception of the intellectual proprietary rights of Recell Group and under the suspensive condition that the other party has fulfilled its obligations to Recell Group under this agreement.

## **9. Liability and Exoneration Recell Group**

- a. Except in the event of an intentional act or omission or gross negligence on its part, Recell Group shall not be liable for any damages whatsoever, regardless of the cause. Recell Group will never be liable for consequential damages.
- b. Recell Group shall not be liable for any damages whatsoever caused by personnel of Recell Group or other persons engaged in the performance of the agreement who are not in charge of the performance thereof.
- c. Recell Group shall not be liable for any damage resulting from normal wear and tear of the products, or as a result of injudicious or improper use of the products or use of the products not in accordance with the instructions or if the Client has, whether or not on its own initiative, made changes to the products or used the products for purposes for which they are not intended.
- d. Recell Group is not liable for any damage, loss or destruction of items and materials made available to it for, by or on behalf of the client.
- e. The liability of Recell Group is at all times limited to the net invoice value of the products supplied to the Client or, at the discretion of Recell Group, to the maximum amount paid out by Recell Group's liability insurance in the relevant case.
- f. In respect of products procured by Recell Group from third parties, its liability to the client shall never exceed the third party's liability to Recell Group.
- g. In respect of the products supplied and/or work carried out in the context of the supply, the client shall indemnify Recell Group in the event of claims by third parties for damages for which Recell Group has excluded its liability to the client.
- h. All liability of Recell Group expires after a period of two years from the date on which Recell Group has completed its work. Any changes made to the products without the express written consent of Recell Group will result in the termination of all liability.

## **10. Product documents**

Recell Group is responsible for enclosing product documents with every delivery. It is the Client's responsibility to read the product documents thoroughly and follow any regulations and instructions. The Client must provide the product documents to the relevant employees and any third parties. The Client shall ensure that the regulations and instructions are followed and applied by third parties. Recell Group shall never be liable for any failure to comply with the product documents.

## **11. Applicable law**

Dutch law is applicable.