

TERMS AND CONDITIONS OF SALE OF MEDIVATORS B.V.

Version: January 2019

1. General | Scope

- 1.1 These general Terms and Conditions of Sale (hereinafter “**Terms and Conditions of Sale**” or “**TCS**”), shall apply to all (pre)contractual relationships and undertakings between MEDIVATORS B.V., a company of the MEDIVATORS GROUP, (hereinafter “**MEDIVATORS**” or “**Seller**”) and the (legal) person that enters into such relationship as buyer (hereinafter “**Buyer**”) for the purchase, use, and/or re-sales of products, other goods, services (hereinafter “**Products**”) from MEDIVATORS.
- 1.2 These Terms and Conditions of Sale, in the current version at the time the relevant contract is concluded, shall form part of all contracts between MEDIVATORS and Buyer and shall, together with all relevant documents that specifically reference such Terms and Conditions of Sale regarding the purchase, use, and/or re-sales of the Products (such as (standing) Quotation, Purchase Order, Purchase Order Confirmation, Credit Application, Letter of Authorization) shall constitute the agreement between MEDIVATORS and Buyer (hereinafter “**Agreement**”).
- 1.3 These Terms and Conditions of Sale, as amended from time to time, shall apply exclusively. They shall apply regardless of whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein shall be applicable only to certain Buyers by its context. Any deviation from these TCS shall only be valid by written agreement between MEDIVATORS and Buyer. Any general terms and conditions of Buyer, any additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any documents submitted from Buyer to MEDIVATORS shall be binding upon MEDIVATORS and shall only form part of the Agreement in so far as MEDIVATORS has expressly consented to their application in writing.
- 1.4 Each party confirms that in entering into the Agreement it is not relying on any statement, representation or assurance made by any person (whether or not such person is a party to the Agreement) that is not expressly set out in the Agreement or the documents referred to therein, provided that nothing in the Agreement shall exclude or limit liability for fraud or fraudulent misrepresentation.
- 1.5 References in these TCS to the application of statutory provisions are only for the purposes of clarification. Consequently, even without such clarification the statutory provisions shall apply unless they are directly amended or expressly excluded in these TCS.
- 1.6 MEDIVATORS reserves the right to amend these TCS at any time. A copy of the most recent Terms and Conditions of Sale will be available for review at <https://cantelmedical.eu/293/Terms-and-Conditions.htm>.

2 Conclusion of an Agreement | Purchase Order | Changes

- 2.1 Any Buyer's Purchase Order for Products is an offer to enter into the Agreement. No Purchase Order shall be deemed to be accepted by MEDIVATORS unless and until MEDIVATORS confirms its acceptance in writing.
- 2.2 After acceptance of Buyer's Purchase Order by MEDIVATORS, i.e. upon execution of the Agreement, any cancellation or any revision of the scope of any Purchase Order from Buyer requires the prior written approval from MEDIVATORS. Such approval may be subject to appropriate adjustment of the dates for performance and the remuneration or other aspects. Any changes, supplements to or expansions of the contractual services, as requested by Buyer, and their implications shall be discussed on a case by case basis.

3 Prices and Remuneration | Invoices | Payment Terms | Interest for Default

- 3.1 In consideration for the Products delivered in accordance with the Agreement, Buyer shall pay to MEDIVATORS the price quoted by MEDIVATORS in writing or, if none are quoted, the prices set out in the relevant price lists published by MEDIVATORS from time to time.
- 3.2 All payments due under the Agreement shall be made in the currency invoiced and shall be exclusive of any Value Added Tax ("VAT") as well as of any other applicable taxes and duties, which shall be the responsibility of Buyer and unless Buyer is exempt therefrom and MEDIVATORS has received proper documentation therefor, such taxes and duties shall be added to the price of the Product or billed separately to Buyer where MEDIVATORS has the legal obligation to collect such taxes.
- 3.3 All payments shall be within thirty (30) calendar days upon the date of the relevant invoice issued by MEDIVATORS unless otherwise agreed upon by the parties. If Buyer fails to pay any sum payable to MEDIVATORS by the due date for payment, then Buyer shall pay an interest on the overdue amount at the rate of four percent (4%) per annum above the current base rate from Lloyds Bank plc, London, England, but at four percent (4%) for any period that the base rate is below zero percent (0%). Such interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 3.4 Buyer must meet MEDIVATORS's credit requirements. All Purchase Orders are subject to current credit approval. From time to time, MEDIVATORS may review Buyer's creditworthiness. Buyer agrees to provide MEDIVATORS with all credit information reasonably requested, and Buyer represents and warrants to MEDIVATORS, at time of submission and each time Buyer places a Purchase Order, that all information Buyer has provided is true and correct.

- 3.5 If Buyer fails to fulfill the terms of payment or does not meet MEDIVATORS's continuing credit requirements, MEDIVATORS have the option to do one or more of the following to the extent allowed by law: (i) decline to accept Purchase Orders or fulfil pending Purchase Orders; (ii) require all pending and future Purchase Orders to be on a prepaid basis; (iii) delay any shipment until payment is received by MEDIVATORS or further assurances asked for by MEDIVATORS are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by MEDIVATORS. Nothing contained herein shall release Buyer from any previous obligation. Buyer shall be liable to MEDIVATORS for all costs incurred by MEDIVATORS in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies' and legal costs and expenses, regardless of whether or not proceedings to recover the debt are commenced.

4 Delivery Time | Delivery Terms | Passing of Risk Delivery

- 4.1 Unless otherwise agreed to or specified by MEDIVATORS in writing, any delivery of Product shall be made by or on behalf of MEDIVATORS to Buyer FCA, Medivators B.V., Sourethweg 11, 6422 PC Heerlen ("**Free CArrier**") (as such terms defined in Incoterms 2010).
- 4.2 Delivery dates provided by MEDIVATORS are estimates only and time for delivery of the Products shall not be of the essence.
- 4.3 MEDIVATORS shall be entitled to effect partial deliveries/performance.
- 4.4 The risk of loss, theft, damage or destruction of the Products shall pass to Buyer upon delivery by MEDIVATORS pursuant to Clause 4.1. For the sake of clarity, any loss or damage shall not relieve Buyer of any obligations for payment or any other obligations set forth in the Agreement.
- 4.5 MEDIVATORS shall be under no obligation to give Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

5 Property in Goods | Retention of Title

- 5.1 The title to and in the Products shall not transfer to Buyer until the earlier of: (i) payment by Buyer in full of the price for the Products and any other monies due to MEDIVATORS in respect of all other products supplied or agreed to be sold by MEDIVATORS to Buyer (including, without limitation, any costs of delivery); and (ii) Buyer reselling the Products in the ordinary course of its business, in which case title to and in the Product shall pass immediately before the resale occurs.

5.2 Until property in the Products passes to Buyer, Buyer shall (i) store the Products separately from other products in a manner which makes them readily identifiable as being the property of MEDIVATORS and shall keep them appropriately protected and insured; (ii) immediately notify MEDIVATORS if Buyer undergoes an event whereby it enters into liquidation or a receiver or administrator is appointed over its assets or it is unable or deemed unable to pay its debts or any other analogous event occurs in any jurisdiction (each, an “**Insolvency Event**”); and (iii) be entitled as principal and not as agent for MEDIVATORS to resell or use the Products in the ordinary course of its business, but its right to do so shall cease immediately if it becomes subject to an Insolvency Event. Until such time as title to and in the Products has passed to Buyer, MEDIVATORS may (without prejudice to any of its other rights) immediately require Buyer to deliver the Products in Buyer’s possession to MEDIVATORS, and, if Buyer fails to do so, MEDIVATORS or any third party as designated by MEDIVATORS have the right to enter any premises where such Products are stored to recover such Products. If any of the Products are incorporated in or used as material for other goods before such payment, the property in the whole of such goods shall be and remain with MEDIVATORS until such payment has been made, or the other goods have been sold as aforesaid, and all of MEDIVATORS’s rights hereunder in the material shall extend to those other goods.

6 Limited Warranty

6.1 MEDIVATORS MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN ITS LIMITED WARRANTY SET FORTH ON THE MEDIVATORS WEBSITE AT <http://www.medivators.eu/warrantystatement>.

6.2 MEDIVATORS HAS THE RIGHT TO MODIFY ITS LIMITED WARRANTY FROM TIME TO TIME IN ITS SOLE DISCRETION; HOWEVER, THE WARRANTY IN EXISTENCE ON THE DATE OF A PURCHASE ORDER WILL BE THE WARRANTY THAT APPLIES TO THE PRODUCT ACQUIRED UNDER SUCH PURCHASE ORDER. ANY SUCH MODIFIED LIMITED WARRANTY WILL BE SET FORTH ON THE MEDIVATORS WEBSITE. MEDIVATORS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND MEDIVATORS DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER’S REQUIREMENTS.

6.3 MEDIVATORS shall have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by MEDIVATORS; (iii) usage not in accordance with Product instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not

authorized by MEDIVATORS. Any oral or written statement concerning the Products inconsistent with the warranty set forth on the MEDIVATORS website will be of no force or effect. Any Products returned due to a defect will be subject to the RMA.

Replacement Products issued by MEDIVATORS shall be subject to the same warranty as the warranty for the original Product and the same limitations, exceptions and conditions will apply. MEDIVATORS's SOLE LIABILITY under the warranty for Products shall be, at MEDIVATORS's option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer.

7 Inspection | Acceptance | Defects

- 7.1 Upon delivery of the Products, Buyer shall perform a visual inspection of the Products which shall constitute the check for obvious and apparent defects, that is defects of the Product identifiable on a basic check of quantities, identity and integrity made in accordance with common pharmaceutical industry standards (e.g. transport damage, incorrect delivery or delivery of a smaller quantity).
- 7.2 Any obvious and apparent defects shall be notified to MEDIVATORS within fifteen (15) working days of delivery pursuant to Clause 6.1. Any defects not discoverable on the visual inspection as per Clause 7.1 (hidden defects) shall be notified to MEDIVATORS within fifteen (15) working days of discovery. In the absence of such notice given by or on behalf of Buyer within the aforesaid periods, Buyer shall be deemed to have accepted such Product. Accordingly, all claims shall be deemed waived. Payment for Product shall not be deemed to constitute any acceptance Buyer.
- 7.3 The terms and conditions for returning any Products purchased from MEDIVATORS shall be those contained in MEDIVATORS's Returned Material Authorization Policy ("**RMA**") in effect as of the date of shipment of the Products to Buyer. Buyer shall be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from MEDIVATORS). In the event Buyer engages MEDIVATORS to provide installation services, (i) Buyer shall be responsible for all reasonable expenses incurred related to such installation; (ii) Buyer shall ensure that access is available to all required utilities at the installation site and that all such utility connections are as specified by MEDIVATORS for the satisfactory installation of the Products; and (iii) to the extent applicable, MEDIVATORS shall have no responsibility under the warranty for the Products if the quality of incoming water agreed upon by the parties and recorded by MEDIVATORS on the initial installation survey deteriorates. At the conclusion of such installation by MEDIVATORS, MEDIVATORS shall provide training at Buyer's site to explain the operation and function of the machine. Unless other arrangements are made in advance, the training shall be provided immediately following the completion of installation. Should Buyer not be prepared for the service at that time and request a return visit, an additional charge may be assessed against Buyer.

- 7.4 For the sake of clarity, the rights of Buyer in respect of defects in quality and defects as to title in relation to the Products and in respect of other breaches of duty by MEDIVATORS shall be governed by the statutory provisions. The provisions of these TCS shall supplement the statutory rights of Buyer in this respect.

8 Quality | Insurance

- 8.1 Buyer shall not make any changes or modifications to any Product delivered by MEDIVATORS under the Agreement.
- 8.2 Buyer shall maintain levels of insurance customary in the industry and adequate to insure against customary risks.

9 Use of Subcontractors

- 9.1 Buyer shall fulfil its contractual duties itself. Buyer shall only be permitted to involve any type of subcontractors or other third parties (collectively, "**Subcontractors**") following the prior consent of MEDIVATORS in writing.
- 9.2 Where MEDIVATORS has consented to the Buyer involving a Subcontractor, the Buyer shall impose all duties which it owes to MEDIVATORS on the Subcontractor, in so far as this is necessary in order for Buyer to fulfil its contractual duties in accordance with these TCS and any other provision of the Agreement. In each case, the Buyer shall remain responsible and liable for the actions and omissions of the Subcontractor in the same way as for its own actions and omissions.

10 Compliance with Applicable Laws | Export

- 10.1 Buyer warrants and represents that it shall comply with all applicable laws, rules, regulations and orders in performing its obligations under the Agreement, including, but not limited to, those relating to (i) treatment of employees, health and safety on the workplace, child labor, forced prison labor, the labor of persons in violation of the minimum working age in the country of manufacture, or labor in violation of the minimum wage, hours of service, or overtime laws, prohibiting discrimination, sexual harassment; (ii) transportation, importation, exportation, duties and customs, certification, or approval of Products; (iii) prohibiting bribery or similar payments or practices, (iv) environmental protection, health and safety, toxic substances, hazardous materials; (iii) all applicable drug and medical device laws and regulations; (iv) slavery and human trafficking.

- 10.2 If any of the Products are medical devices, Buyer acknowledges that it is familiar with all relevant legal and regulatory rules and requirements having the force of law (collectively, “**Relevant Legislation**”) and the reporting obligations imposed on device users thereunder. Where any Relevant Legislation requires Buyer and/or MEDIVATORS to report any hazard or other matter in connection with the Products to a regulatory authority or government body (collectively, “**Authority**”), then Buyer shall notify the Authority and MEDIVATORS within the period specified by the Relevant Legislation. Buyer shall maintain adequate tracking for the Products to enable MEDIVATORS to comply with Relevant Legislation in relation to the tracking of medical devices.
- 10.3 Export. Buyer acknowledges that the Products sold under the Agreement might have been manufactured in but also outside of Europe. Buyer acknowledges that the Products sold under the Agreement, and the transaction contemplated by this Agreement, which may include technology and software, may be subject to Relevant Legislation in relation to the export of the Products from the Netherlands, and import into any other country or territory. Buyer acknowledges and agrees that it is Buyer’s sole responsibility to comply with such Relevant Legislation and that MEDIVATORS gives no warranty, whether express or implied, that the Products can lawfully be exported from the Netherlands. Further, Buyer acknowledges and agrees that under United States law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

11 **Personal Data Protection | GDPR**

- 11.1 In the performance of the Agreement, both parties shall comply with any and all applicable data protection laws at any given time, including without limiting to, the General Data Protection Regulation (“**GDPR**”), and shall ensure that persons deployed by it comply with them. Both parties shall have the right to use personal data received from the other party in conformity with applicable data protection laws and as needed to accomplish the purpose of the Agreement.
- 11.2 With regard to personal data received from MEDIVATORS, Buyer shall, in particular, (i) not to use it other than for its intended purpose, (ii) not to disclose it to any third parties, and (iii) not to transfer it overseas, unless MEDIVATORS has provided its prior written consent thereto. Buyer shall, furthermore, use appropriate measures to ensure security and confidentiality of MEDIVATORS personal data. Buyer shall implement adequate technical and organisational measures (Article 32 of GDPR) to ensure a level of security of personal data appropriate to the risk.

Buyer shall notify MEDIVATORS in the most expedient time possible and without unreasonable delay of any Security Breach involving any of MEDIVATORS personal data where "Security Breach" is defined as any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of the data, including but limited to any unauthorized access or use.

- 11.3 To the extent required according to the applicable data protection law, Buyer shall conclude an agreement on data processing with MEDIVATORS (Article 28 of GDPR).
- 11.4 MEDIVATORS shall be entitled to terminate the contract in whole or in part if Buyer culpably breaches his duties under this Clause 11 and also does not comply with these duties within a reasonable time-limit set by MEDIVATORS or if, whether intentionally or as a result of gross negligence, Buyer breaches the obligations incumbent on it under data protection law.
- 11.5 Upon termination of the Agreement, for whatsoever reason, Buyer shall stop the processing of MEDIVATORS personal data, unless otherwise agreed by MEDIVATORS.

12 Compliance with Policies and Codes

- 12.1 Buyer hereby agrees to comply with all of the Buyer expectations set forth in the MEDIVATORS Corp. Conflict Minerals Policy Statement and Vendor Code of Conduct, as amended from time to time, available at:
<http://www.cantelmedical.com/corporate-governance/>
<http://www.cantelmedical.com/compliance/>.

13 Intellectual Property

- 13.1 Except as explicitly set out herein, each party shall be and remain the sole owner of its intellectual property rights (such as names, trademarks, patents, inventions, copy rights) and no rights and licenses in and to intellectual property rights are granted or assigned under the Agreement. In particular, the sale of its Products by MEDIVATORS does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of MEDIVATORS, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a MEDIVATORS patent.
- 13.2 Except as explicitly set out herein, Buyer must use any intellectual property rights of MEDIVATORS, regardless of whether relating to the Products or not. Other than the limited use permitted for distributors set forth in Clause 27 below, Buyer shall not use the MEDIVATORS name or any MEDIVATORS trademark, service mark, logo, or copyrighted work for any purpose.

14 Indemnification

- 14.1 To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless MEDIVATORS, including MEDIVATORS's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "**Liabilities**") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of the Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in the Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer.
- 14.2 To the fullest extent permitted by law, MEDIVATORS shall indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product resulting from MEDIVATORS's actions or omissions as manufacturer and supplier of the Product; (ii) to the extent caused by MEDIVATORS's breach of the Agreement; or (iii) to the extent caused by MEDIVATORS's gross negligence or willful misconduct. MEDIVATORS is not required to indemnify Buyer to the extent that any of such third claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with MEDIVATORS's approved Product labeling, including, without limitation, any restrictions on re-use of Products.
- 14.3 In the event of a claim for indemnification, the party seeking indemnification pursuant to Clause 14.1 or 14.2 (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") as soon as possible in writing of the details. The Indemnified Party shall allow the Indemnifying Party, at its cost and expense, to handle and control the defense and/or settlement of the claim and will reasonably cooperate with the Indemnifying Party in such defense.

15 Limitation of Liability

- 15.1 EXCEPT AS EXPRESSLY PROVIDED BELOW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF

PROFITS, LOSS OF CONTRACTS OR BUSINESS OPPORTUNITY, AND RELIANCE DAMAGES. EXCEPT AS EXPRESSLY PROVIDED BELOW, BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL MEDIVATORS'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

- 15.2 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE MEDIVATORS'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF SECTION 12 OF THE SALE OF GOODS ACT 1979; OR (IV) ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

16 Limitation of Action

- 16.1 Any actions or claims by Buyer regarding the sale of Products by MEDIVATORS must be brought within twelve (12) months after the date of delivery of the Products by MEDIVATORS as per Clause 4.1.

17 Recall

- 17.1 MEDIVATORS shall initiate a recall of a Product if it reasonably determines a recall to be advisable or if required by any applicable laws. MEDIVATORS shall immediately notify Buyer in writing of any recall of a Product. MEDIVATORS shall bear the responsibility for all costs incurred in connection with any recall arising out of MEDIVATORS's responsibility under the Agreement. Buyer shall reasonably cooperate with MEDIVATORS in effecting the recall. All reasonable internal costs and external expenses arising out of or in connection with such recall shall be borne by Buyer, if such event leading to the recall results from any cause or event arising from the responsibility of Buyer under the Agreement or is otherwise attributable to Buyer.

18 Confidentiality

- 18.1 Buyer agrees that all information furnished to Buyer by MEDIVATORS is proprietary to MEDIVATORS and such information shall be held in confidence and may not be used or disclosed by Buyer without MEDIVATORS's prior written consent, except for the fulfilment of the Agreement.

19 Taxes / Social Insurance Charges

- 19.1 Buyer shall solely be responsible for and guarantees to MEDIVATORS compliance with all social insurance and tax obligations with regard to the personnel engaged by Buyer in the performance of the Agreement. Buyer indemnifies MEDIVATORS against any claims by tax authorities, benefits agencies and/or third parties with regard to non-compliance by Buyer with its social security and tax obligations.
- 19.2 Upon MEDIVATORS's first request, Buyer shall provide proof that it has (timely) met all its payment obligations regarding taxes and social security.

20 Termination | Withdrawal

- 20.1 Any termination of this Agreement by a party shall require a written and signed notice to the other party.
- 20.2 The right to terminate the Agreement "for cause" remains unaffected. MEDIVATORS shall be entitled to terminate the Agreement immediately in particular in the events described below.
- 20.3 MEDIVATORS may terminate the Agreement immediately and/or suspend deliveries of the Products if at any time: (i) Buyer is subject to an Insolvency Event; (ii) MEDIVATORS reasonably suspects that Buyer is about to be subject to an Insolvency Event; (iii) Buyer commits a breach of this Agreement, which Buyer fails to remedy within fourteen (14) days of MEDIVATORS giving written notice of such breach; (iv) Buyer fails to make any payment to MEDIVATORS when due.
- 20.4 Upon termination of this Agreement, Buyer shall immediately pay all of MEDIVATORS outstanding invoices.
- 20.5 The termination of the Agreement shall be without prejudice to the rights of either party accrued at the date of termination and to any right and remedy of either party in respect to the concerned termination reason.
- 20.6 MEDIVATORS's termination rights under this Clause 20 shall be in addition to all other rights and remedies available to MEDIVATORS at law upon Buyer's default.

21 Notice

- 21.1 Any notice or communication required or contemplated to be given or made hereunder must be in writing and in English and either delivered personally or sent by electronic mail or by internationally recognized overnight courier or registered mail the appropriate addresses set below (or to such other addresses as a party may designate by written notice):

in the case of MEDIVATORS:

Medivators B.V.
Attn.: Director of Sales
Sourethweg 11
6422 PC Heerlen
The Netherlands

with a copy to the attention of: Country Manager.

in the case of Buyer:

to the address set forth on the first page of the Purchase Order.

22 Business Continuity Plan

- 22.1 Buyer shall develop and keep current a business plan that details strategies for response to and recovery from a broad spectrum of potential disasters. Upon request, Buyer shall make such a plan available to MEDIVATORS for review.

23 Relationship

- 23.1 Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or legal entity of any type between MEDIVATORS and Buyer, or to constitute one as the agent of the other. Each Party shall act solely as an independent contractor, and nothing in the Agreement shall be construed to give any party the power or authority to act for, bind, or commit the other.
- 23.2 There shall be no assignment of Buyer's employees to MEDIVATORS or vice versa within the meaning of the law on the supply of temporary workers. Any staff deployed by the Buyer do not enter into any employment relationship with undertakings of MEDIVATORS or any company of the CANTEL GROUP. Only Buyer shall have authority to issue instructions to its staff. Buyer shall entirely be responsible itself for the payment of wages, salaries, taxes, non-wage labour costs, in particular social insurance contributions, for its staff. No obligations rest with MEDIVATORS in this respect.
- 23.3 Notwithstanding the provisions set forth in Clause 23.2, whilst on MEDIVATORS' or (as the case may be) its affiliates' premises, Buyer shall obey the house rules applicable at the time concerned and shall comply with the applicable security and safety regulations as well as obeying instructions given in relation to these by MEDIVATORS staff.

24 Force Majeure

- 24.1 In the event that either party is prevented from performing its obligations under this Agreement as a result of any contingency beyond its reasonable control that could not have been avoided by due care being taken by such non-performing party, including any actions of governmental authorities or agencies, war, hostilities between nations, civil commotions, riots, national industry strikes, lockouts, sabotage, shortages in supplies, energy shortages, fire, floods and acts of nature such as typhoons, hurricanes, earthquakes, or tsunamis, ("**Force Majeure**"), the party so affected shall not be responsible to the other party for any delay or failure of performance of its obligations hereunder, for so long as Force Majeure prevents such performance. In the event of Force Majeure, the party affected thereby shall give prompt written notice to the other party specifying the Force Majeure event complained of, and shall use commercially reasonable efforts to resume performance of its obligations. MEDIVATORS may at its option suspend deliveries while such Force Majeure event continues, apportion available inventory between its customers as it determines, or terminate the Agreement with immediate effect by written notice to Buyer.

25 Governing Law | Place of Jurisdiction

- 25.1 The Agreement and any dispute, whether contractual or non-contractual (including – but not limited to – claims regarding breach of competition law), arising out of or in connection with the Agreement, without limitation to these TCS, shall be governed by the laws of The Netherlands, without reference to the choice of law provisions thereof. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.
- 25.2 Any dispute, whether contractual or non-contractual (including – but not limited to – claims regarding breach of competition law), arising out of or in connection with the Agreement without limitation to these TCS, shall be exclusively referred to the district court in Amsterdam, the Netherlands.

26 Miscellaneous

- 26.1 Modification. Except as otherwise provided in this TCS, no purported amendment or modification of any provision hereof shall be binding unless set forth in writing and signed by authorized representatives of both parties.
- 26.2 Waiver. The failure or delay of any party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. No waiver shall be effective unless it has been given in writing and signed by the party giving such waiver.

- 26.3 Severability. In the event that a provision of the Agreement, including a provision of these TCS, is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of the Agreement and these TCS shall not be affected. MEDIVATORS and Buyer shall be obliged to agree on a provision to replace the defective provision which comes as close as possible to what they would have agreed if they had realised that the provision was defective, taking into account the spirit and purpose of these TCS and within the scope of what is legally possible.
- 26.4 Retention Right. Buyer shall have no right to retention, set off or suspend any of its obligations under the Agreement.
- 26.5 Assignment by Buyer. Buyer shall not transfer, pledge or assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of MEDIVATORS which shall not be unreasonably withheld. Any such approval of MEDIVATORS shall not release Buyer from its obligations under the Agreement.
- 26.6 Assignment by MEDIVATORS. MEDIVATORS may assign or transfer the Agreement or any of its rights and obligation under the Agreement to any of its affiliates without notice to Buyer.
- 26.7 Written Form. A reference to “writing” or “written” includes fax and email, unless expressly provided otherwise in these TCS.
- 26.8 English Version. The English version of these TCS takes precedence over the Dutch version or any other language. Any version other than the English version is merely a non-binding translation.
- 26.9 Heading. The headings used herein are for convenience of reference only and do not form a part of the Agreement, and no construction or inference shall be derived therefrom.
- 26.10 Language. The Agreement as well as all documents relating to the Agreement shall be issued in English language unless explicitly otherwise agreed upon by the Parties.
- 26.11 Survival. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or expiration of the Agreement, including but not limited to, Clause 6 (Limited Warranty), Clause 10 (Compliance with Applicable Laws | Export), Clause 13 (Intellectual Property), Clause 14 (Indemnification),), Clause 15 (Limitation of Liability), Clause 16 (Limitation of Action), Clause 15 (Recall), Clause 18 (Confidentiality), Clause 25 (Governing Law | Place of Jurisdiction) and Clause 26 (Miscellaneous), shall survive.

THE FOLLOWING PROVISIONS SHALL ONLY BE APPLICABLE TO BUYERS THAT ARE DISTRIBUTORS OF MEDIVATORS:

27 Trademarks; Copyrights.

27.1 Buyer may use the "MEDIVATORS" or "CANTEL" name and MEDIVATORS's product names solely for the purpose of accurately identifying the MEDIVATORS-branded Products that Buyer markets or sells. Buyer agrees that any such use shall be in accordance with all guidelines provided by MEDIVATORS and Buyer agrees to change or correct, at its own expense, any label, material, or activity that MEDIVATORS decides is inaccurate, objectionable, or misleading, or constitutes, in MEDIVATORS's sole discretion, a misuse of MEDIVATORS's name, trademarks, service marks, logos, or copyrighted works. Buyer may not use the MEDIVATORS or CANTEL name or MEDIVATORS's product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of MEDIVATORS's. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by MEDIVATORS) must be approved in writing by MEDIVATORS prior to use.

28 Traceability

28.1 Buyer shall create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records shall be constructed in such a manner that all significant activities or events shall be traceable for a period of not less than five (5) years past the expiration date or five (5) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefore.

29 Customer Complaints

29.1 Buyer shall cooperate fully with MEDIVATORS in dealing with customer complaints concerning the Products and shall take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by MEDIVATORS. Buyer agrees to report to MEDIVATORS any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist MEDIVATORS to facilitate the resolution of complaints.

For purposes of the Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

30 Digital Files

- 30.1 Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by MEDIVATORS to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of MEDIVATORS. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of the Agreement.

31 Anti-Bribery

- 31.1 Buyer shall comply with all Relevant Legislation in relation to anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.); (ii) the United Kingdom Bribery Act 2010; (iii) the Italian Legislative Decree No 231/2001 as subsequently amended and supplemented; and (iv) all international, national and local laws, rules, and regulations in any country where Buyer conducts business or in any country where performance of the Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

32 Sub-distributors

- 32.1 Buyer shall not, without the prior written consent of MEDIVATORS, appoint any sub-distributors in connection with the performance of the Agreement.

33 Sales Representatives and Permitted Sub-distributors

- 33.1 Buyer agrees that all of its sales representatives and permitted sub-distributors shall be subject to the terms and conditions of the Agreement.