

GENERAL TERMS AND CONDITIONS

- 1) **GENERAL.** The General Terms and Conditions of Sale which are designed for the exclusive application in business connections between Terumo BCT Europe NV (hereinafter referred to as the "Terumo BCT") and its customer (hereinafter referred to as "Purchaser") serve as a contractual basis for the parties hereto (hereinafter commonly referred to as the "Parties") and shall apply to all transactions between the Parties, provided no other written agreement is concluded. Any deviating or supplemental general terms and conditions or provisions of the Purchaser shall be opposed and will only be effective after Terumo BCT's written consent.
- 2) **TERRITORY.** This sale is made in reliance on Purchaser's representation that the products will only be used in the country where product is shipped as reflected on the related invoice.
- 3) **INVOICING.** The invoice sets forth the complete and final agreement of Terumo BCT and Purchaser regarding the transaction, and the terms and conditions contained in the invoice shall supersede any prior representation of understanding and/or any provisions, terms and/or conditions contained on any confirmation, order or other writing submitted by Purchaser of Terumo BCT.
- 4) **PAYMENT.** Payment is due in full no later than thirty (30) days after the date of invoice, unless not otherwise agreed in writing.
- 5) **LATE PAYMENT.** Terumo BCT reserves the right to charge interest on unpaid balances at the rate of up to 1.5% per month or the highest rate permitted by applicable law, whichever is less, with such interest beginning to accrue on the date the payment was due. The Purchaser agrees to pay all reasonable attorney's fees and expenses that Terumo BCT may incur in connection with enforcing its rights for Products ordered and delivered to the Purchaser.
- 6) **SHIPMENT.** Shipment shall be DDP (Delivered Duty Paid) (Incoterms 2020) otherwise agreed to by the Parties in writing. The risk shall pass to the Purchaser as soon as the Product has been delivered by the carrier.
- 7) **TITLE.** Terumo BCT retains title to all Products until having received full payment of the price of the product including any additional due costs and expenses. To the extent Purchaser is in default Terumo BCT has authority to retake, sell or otherwise deal with or dispose of all or any part of the products in which title remains vested in Terumo BCT.
- 8) **RETURNS.** Returned goods will be accepted only with prior written authorization from Terumo BCT. Items to be returned must be in original, unopened cartons and in salable condition. (Broken cases are not returnable.) Freight on all returned goods is at Purchaser's charge. Merchandise held over six (6) months from date of invoicing is not returnable. Outdated products are not returnable. Returned goods are subject to a fifteen (15) percent restocking charge. For return of products, contact Customer Service at +32 2 715 05 50 or csbenelux@TerumoBCT.com for the BeNeLux region.
- 9) **HANDLING FEE.** For all orders below € 500 excluding VAT, a handling fee of € 50 excluding VAT will be charged.
- 10) **DAMAGES.** Damaged or shortage must be noted on the delivery receipt at time of delivery. Whenever damage, short or incorrect deliveries occur or if damage is observed after opening, Terumo BCT Customer Service shall be notified within 10 working days of receipt. Hidden defects must be reported immediately upon discovery.
- 11) **LIMITED WARRANTY.** Warranty information applicable to the equipment or disposables is set forth in the offer and any contract for such equipment or disposables and shall be provided by Terumo BCT upon request. For a period of ninety (90) days from the date of the invoice, Terumo BCT will repair or replace Terumo BCT spare parts or optional feature components that Terumo BCT finds defective in material or workmanship. Terumo BCT is not responsible for, and shall have no obligation with respect to any failure caused by normal wear and tear, misuse, unauthorized alterations, accident, neglect, use of non-standard accessory attachments, and/or improper customer maintenance. Terumo BCT does not verify the safety or efficacy of, and makes no warranties, express or implied, with respect to any non-Terumo BCT components or non-Terumo BCT spare parts included at Purchaser's request or any components or products used other than as expressly intended by their manufacturer. Failure to perform preventive maintenance procedures will invalidate this warranty.
- 12) **LIMITED LIABILITY.** To the extent permitted under applicable law, Purchaser's exclusive remedy with respect to any claim, whether in contract, in tort, under statute, under warranty or otherwise shall be limited solely to the refund of the purchase price or replacement of all Products shown to be other than as warranted. Liability for losses which do not affect the product (e.g. indirect, incidental, consequential losses, damages caused by delay) and extra-contractual liability shall be excluded. To the extent the foregoing limitation is not permissible under applicable law, the applicable legal limitation of liability under statute or otherwise if there shall be one, shall apply.
- 13) **PRIVACY POLICY.** Terumo BCT may collect (1) personally identifiable information Purchaser knowingly provides to Terumo BCT, and (2) general information concerning users or Products use that does not include personally identifiable information. Personal data collected by Terumo BCT may be transferred to Terumo BCT Affiliates, which are member companies of the worldwide Terumo BCT organization, where it is necessary to meet the purpose for which Purchaser has submitted the information. By submitting personal data to Terumo BCT, Purchaser is providing explicit consent to worldwide transfer of such personal data to, and use by Terumo BCT or any Terumo BCT Affiliate, within the scope of the privacy policies stated by Terumo BCT or any Terumo BCT Affiliates. Except if required by law, Terumo BCT will not pass on Purchaser personal details to any third party without Purchaser's prior permission. Terumo BCT may collect aggregate statistics about customers, sales and products to be disclosed to Terumo BCT third-party partners, but these statistics will not contain any information about Purchaser and/or end-users from which Purchaser and/or end-users could be identified.
- 14) **GOVERNING LAW.** These Terms and Conditions shall be construed, interpreted and enforced under and in accordance with the laws of the Kingdom of Belgium, without regard to its conflicts of law principles.
- 15) **MISCELLANEOUS.** These Terms and Conditions as published on Terumo BCT's web site located at www.TerumoBCT.com at the time of sale, are the official terms and conditions of sale between Terumo BCT and the Purchaser and may be amended from time to time without notice at Terumo BCT's sole discretion.