

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PLASMACURE B.V.

## Article 1 Definitions

1.1 In this document, "**Plasmacure**" shall mean PlasmaCure B.V., a private limited liability company under Dutch law, registered with the Dutch Chamber of Commerce under number 60074000, or its affiliated companies; "**Terms**" shall mean these general terms and conditions of sale and delivery; "**Agreement**" refers to these Terms, together with the relevant order confirmations issued or agreements entered into by Plasmacure, containing the conditions and provisions for the delivery of Goods and/or Services by Plasmacure to the Customer; "**Goods**" shall mean all products supplied by Plasmacure to the Customer under the Agreement, including without limitation the PLASOMA System, as well as the product materials, spare parts, the design, the tools, equipment, software and licenses relating thereto and all related documentation offered and supplied by Plasmacure; "**Services**" shall mean the services to be delivered by Plasmacure to the Customer under the Agreement that relate to (the use of) the Goods; and "**Customer**" shall mean any person or legal entity entering into an Agreement with Plasmacure.

## Article 2 Applicability

2.1 These Terms apply to all offers issued and/or Agreements entered into by Plasmacure with a Customer and the implementation thereof.

2.2 These Terms apply to the exclusion of the general terms and conditions of purchase employed by the Customer. Deviating conditions or provisions shall only apply if expressly agreed upon and laid down in writing between Plasmacure and the Customer, for each individual Agreement.

2.3 The Customer with whom an Agreement has been entered into subject to these Terms, agrees to the applicability of these Terms to all further Agreements, unless otherwise agreed in writing.

2.4 Plasmacure reserves the right to renew and/or amend these Terms at all times. The new general terms and conditions shall enter into force directly after the Customer has been notified of the new general terms and conditions. After notification, the new general terms and conditions shall also apply to all existing Agreements between Plasmacure and the Customer.

2.5 These Terms apply also to the benefit of any third part(y)ies engaged by Plasmacure for the implementation of the order.

## Article 3 Offers, orders and Agreements

3.1 All offers from Plasmacure shall be non-binding and valid for thirty (30) days unless stated otherwise in the offer. Orders and the acceptance of offers by the Customer shall be irrevocable.

3.2 Plasmacure shall only be bound if an authorized representative of Plasmacure has confirmed an order in writing, or has started with the implementation thereof.

3.3 Inaccuracies in the order confirmation from Plasmacure must be notified in writing to Plasmacure within two (2) days following the date of the order confirmation, failing which the order confirmation shall be considered as correctly and completely reflecting the Agreement and the Customer shall be bound thereby.

3.4 Verbal undertakings or agreements or amendments made by or with Plasmacure's personnel shall only be binding upon Plasmacure if confirmed in writing by an authorized representative of Plasmacure.

3.5 Plasmacure shall be entitled to engage any third part(y)ies for the implementation of the order, at its own discretion.

3.6 These Terms will apply in full to any amendments to the Agreement.

## Article 4 Data

4.1 The Customer guarantees the correctness, completeness and reliability of the data and information issued to Plasmacure by the Customer or on its behalf. Plasmacure shall not be required to check the correctness, completeness or reliability of the data issued to Plasmacure.

4.2 Plasmacure shall only be required to (further) implement the order if the Customer has issued all relevant data and information.

4.3 If data necessary for the implementation of the Agreement have not been made available to Plasmacure, or have not been made available in time or in accordance with the Agreement(s), or if the Customer fails to fulfil its obligations in some other manner, Plasmacure shall have the right to charge the costs originating as a result, according to its standard rates.

4.4 If and in as much as Plasmacure suffers direct or indirect losses as a result of the fact that the data and/or information provided by the Customer are incorrect and/or incomplete, the Customer shall be required to fully compensate Plasmacure for those losses.

## **Article 5 Conformity**

5.1 All statements from Plasmacure concerning quantities, quality, performance and/or other properties with regard to its Goods and Services are issued with the greatest possible care. However, Plasmacure cannot guarantee that no deviations will occur in that respect. These statements shall therefore be considered approximations and are non-binding. Within five (5) working days after delivery of the Goods or Services, Upon the Customer must check compliance of the quantities, quality, performance and/or other properties specified by or agreed with Plasmacure and report any non-compliances to Plasmacure in writing. If the Customer fails to report any non-compliances to Plasmacure within this five (5) working days period, the Goods and/or Services shall be deemed to comply with the quality, performance and/or other properties specified by or agreed with Plasmacure. If the Customer timely reports any non-compliances, Plasmacure's sole obligation and the Customer's sole remedy shall be to correct such non-compliances within a reasonable period of time.

5.2 Illustrations, description, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon Plasmacure.

5.3 All technical requirements imposed by the Customer on the Goods to be delivered and which deviate from normal requirements must be specifically notified by the Customer upon entering into the Agreement.

5.4 Plasmacure complies with all applicable EU, UN and national export control regulations prohibiting the sale of certain products and services to certain countries, individual companies and/or persons. Complying with these export control regulations can never cause a default from Plasmacure.

5.5 Customer may only use the Goods and/or Services for the treatment of the Customer's own patients. The Customer shall not use the Goods and/or Services to offer service-bureau, outsourced or similar services to any other medical service provider or such other provider's patients.

## **Article 6 Intellectual Property**

6.1 All copyrights, model rights, brand rights, patent rights, database rights, semi-conductor rights, portrait rights, domain name rights, trade secrets and other (semi) intellectual property rights ("Intellectual Property") relating to the delivered Goods and/or Services, the design, the preparatory material and its names, and relating to anything developed, designed, manufactured or supplied by Plasmacure shall accrue to and remain exclusively with Plasmacure or its supplier.

6.2 With respect to the Intellectual Property, the Customer shall receive only a non-exclusive, non-transferable, non-pledgeable and non-licensable user right, restricted to what is necessary for use of the Goods and the result of the Services for the use as defined in the instruction of use provided by Plasmacure, and exclusively for its own use. Unless otherwise agreed in writing, the Customer shall not be permitted to reproduce, convert or to otherwise process content, materials or parts of the Goods or Services.

6.3 The Customer will in no way infringe the Intellectual Property.

6.4 If a dispute arises between Plasmacure and the Customer concerning Intellectual Property, Plasmacure shall be assumed as being right holder, in the absence of evidence to the contrary from the Customer.

6.5 The Goods or a material share of the Goods to be supplied by Plasmacure according to its design may not be reproduced in the framework of any production process without the written approval of Plasmacure, even if or in as much as Plasmacure owns no copyright or enjoys no other legal protection on the Goods.

## **Article 7 Confidentiality**

7.1 Plasmacure and Customer are bound to secrecy with regard to all confidential information that they have received from the other party in the context of the Agreement. Information is considered confidential if this has been communicated, verbally or in writing, by the other party or if the confidentiality arises from the nature of the information. For the avoidance of doubt, Plasmacure's instructions of use shall be considered as Plasmacure's confidential information even if not marked as confidential and, as a result, shall not be published or disclosed by the Customer to any third party without Plasmacure's prior written consent.

7.2 If a legal provision or a court decision compels Plasmacure to transfer confidential information to third parties designated by law or by the court, Plasmacure is not obliged to pay any compensation to the Customer and the Customer is not entitled to terminate the Agreement on the basis of any damage resulting from that circumstance.

## **Article 8 Prices**

8.1 The prices specified by or agreed with Plasmacure are in euros and DAP (Delivery at Place, Incoterms 2020) at the agreed place of delivery and excluding VAT and other government-imposed charges, but including packaging costs, unless expressly agreed otherwise in writing.

8.2 If Plasmacure accepts additional Services without a price having specifically laid down in the Agreement for those Services, or if the order in question is below a scale/size determined by Plasmacure, Plasmacure shall be entitled to charge a reasonable fee for those Services according to its standard rates.

8.3 The agreed prices are fixed for the term of the Agreement.

#### **Article 9 Delivery and packaging**

9.1 The delivery times specified by and agreed with Plasmacure are approximate and cannot qualify as strict deadlines. In the event of exceeding the delivery time, Plasmacure shall not be required to pay compensation, nor shall the Customer have the right to not comply with or suspend any obligations arising from the Agreement.

9.2 The delivery time is based on the working conditions applicable at the moment of entering into the Agreement, and on timely delivery of the Goods and/or Services required by Plasmacure. If, as a result of a change to working conditions and/or late delivery of Goods and/or Services required by Plasmacure, a delay occurs, the delivery time shall be extended as long as necessary.

9.3 In the event of non-compliance by the Customer with any obligation arising from the Agreement or cooperation demanded of the Customer with regard to implementation of the Agreement, the delivery time will be extended by the duration of the delay occurring on the part of Plasmacure as a result of this non-compliance.

9.4 Plasmacure will deliver the Goods DAP (Delivery at Place, Incoterms 2020) at the agreed place of delivery specified in the order. The Customer is required to take receipt of the Goods immediately following arrival at the destination.

9.5 If the Customer fails to collect the Goods, fails to have the Goods collected or does not take acceptance of the Goods on the agreed delivery date or within the agreed delivery period, the Goods will be stored for the account and risk of the Customer for as long Plasmacure considers this desirable. If the Customer has not taken delivery of the Goods within 30 days from the originally agreed delivery date then, without prejudice to any other right available to Plasmacure under the Agreement or under applicable law, Plasmacure shall have the right to terminate the order and use the Goods stored as it deems appropriate.

9.6 Plasmacure will ensure that the Goods are properly packaged and marked in accordance with the applicable European and national regulations.

9.7 In the event the Goods are damaged due to improper packaging, Plasmacure will retrieve the damaged Goods and ensure a new and undamaged delivery of the Goods in accordance with Article 9.1 and at its own expense. New and undamaged delivery shall be made within a reasonable period of time to be communicated by Plasmacure to the Customer. However, the Customer always has the right to request Plasmacure to expedite the delivery. If Plasmacure agrees to such expedited delivery, the Customer shall pay any and all additional costs resulting thereof.

9.8 Unless otherwise agreed upon in writing and subject to Articles 9.9 and 9.10, the Customer shall become the owner of the packaging upon delivery of the Goods.

9.9 In the event of loan packaging, Plasmacure shall remain the sole owner of the packaging. Plasmacure shall indicate in the packing slip whether the packaging contains loan packaging and, if the packaging constitutes loan packaging, clearly and visibly mark the loan packaging as such. In the event of loan packaging with deposits, Plasmacure will register payment and repayment of the deposits.

9.10 The return of the loan packaging shall be at Plasmacure's risk and expense. The loan packaging shall be returned to a destination indicated by Plasmacure within fourteen (14) days after Plasmacure has notified the Customer in writing of the return shipment.

9.11 Plasmacures will determine the manner in which the Services will be implemented and by which person(s), but will as far as possible take account of the wishes of the Customer.

9.12 Plasmacure is authorized to implement an Agreement in parts and to demand separate payment for that part of the Agreement that is implemented.

#### **Article 10 Force Majeure**

10.1 If Plasmacure is prevented from complying with the Agreement due to force majeure, Plasmacure shall be entitled to suspend implementation of the Agreement. In that case, the Customer shall have no right to compensation or damage, costs and/or interest.

10.2 Force majeure shall among others be taken to mean: extreme weather conditions, fire, flooding, epidemic, pandemic, accident, staff illness, strike, business disruption, stagnation in transport, power failure, cyber terrorism or similar cyber-attacks, security incidents, intentional or accidental corruption or loss of data, disrupting legal provisions, export restrictions, unavailability of components or raw materials, problems in production or transport of the Goods, late delivery of goods or services by third parties engaged by Plasmacure and any circumstances beyond the control of Plasmacure.

## Article 11 Rental or try-out of the Goods

11.1 If the Agreement constitutes, in full or in part, the rental and/or try-out of the Goods, the provisions of this Article shall also apply.

11.2 The rental and/or try-out Goods remain the property of Plasmacure at all times.

11.3 The Customer shall only use the rental and/or try-out Goods on its own behalf and shall not use the Goods for any other purposes than their use in accordance with the instructions of use. The Customer is obliged to use the Goods in accordance with the technical specifications and/or the instructions of use.

11.4 The Customer shall not process or make any changes to the rental and/or try-out Goods, nor shall the Customer remove any marks, labelling and/or serial numbers from the Goods or transfer the Goods to other locations.

11.5 The Customer is required to use, maintain and store the rental and/or try-out Goods with all necessary care and mark them recognizable as the property of Plasmacure.

11.6 Upon return of the rental and/or try-out Goods to Plasmacure, the Customer shall ensure that the Goods are well taken care of and that the Goods will be returned to Plasmacure cleaned, disinfected, and in full working order. Customer shall, upon Plasmacure's request, provide a decontamination statement with the returned Goods.

11.7 If, upon inspection of the returned rental and/or try-out Goods, defects are detected that are not the result of normal use or normal wear and tear, or Plasmacure comes to the conclusion that the Goods are not (fully) cleaned or parts are missing, the Customer shall be held to compensate all costs arising from the necessary repairs and/or cleaning work, as well as replacement costs, including labour costs and costs for new parts.

11.8 In the event that the returned rental and/or try-out Goods are no longer functional due to damage and replacement of the parts is not possible, the Customer shall be held to compensate Plasmacure with the full purchase price of a new Good.

## Article 12 Defects and complaints

12.1 During the warranty period specified in Article 12.2, Plasmacure warrants that the Goods shall meet the specifications set out in the documentation with respect to the Goods as published by Plasmacure from time to time. With respect to the Services, Plasmacure warrants that the Services shall be performed by reliable, adequately trained, experienced and skilled employees, applying the degree of care and skill ordinarily exercised by employees of the same profession in similar circumstances. If defects occur in the Goods or Services delivered by Plasmacure, Plasmacure's sole obligations, and the Customer's sole remedies, shall be to repair these defects (or have them repaired), offer a reasonable price reduction or redeliver the Good or Service in question, all entirely at the discretion of Plasmacure.

12.2 Subject to the provisions in this Article, Plasmacure issues a warranty of one (1) year with regard to the PLASOMA Pulsar, effective from the date of delivery to the Customer. With respect to all other Goods, the warranty period shall be as set out in the Agreement.

12.3 In the event that the Customer wishes to claim for warranty, the Customer shall notify Plasmacure thereof within eight (8) days after the applicable defect is discovered. Plasmacure will collect and analyse the defective Good at its own risk and expense. Plasmacure will provide the Customer with a replacement Good for the time that the original Good cannot be used. The replacement Good will be delivered in accordance with Article 9. Article 11 applies mutatis mutandis to the replacement goods. If the analysis shows that the defect is indeed covered by warranty, Plasmacure shall provide for a suitable solution in accordance with Article 12.1.

12.4 The warranties set out in this Article 12 do not cover defects resulting from:

- (i) normal wear and tear;
- (ii) failure by (the personnel of) the Customer to comply with the IFU and training guide with respect to the Goods;
- (iii) failure by (the personnel of) the Customer to follow orders or instructions, or use for any other than the normal intended and indicated purpose;
- (iv) inexpert storage, maintenance or use by the Customer;
- (v) the application of any government regulation in respect of the nature or quality of the materials employed;
- (vi) the processing by the Customer of the Goods, unless Plasmacure has specified or permitted a specific processing method in its documentation, brochures, etc. in writing, without any reservations;
- (vii) vandalism, weather conditions or other external causes.

12.5 The warranties set out in this Article 12 shall immediately become null and void in case of assembly, installation or repair of the Goods by third parties or by the Customer, without the prior written permission of Plasmacure. Also, Plasmacure shall not have any warranty obligation as long as the Customer fails to comply with any of its obligations arising from the Agreement

12.6 Plasmacure does not provide any warranty whatsoever with respect to the results of the use of the Goods by the Customer. Therefore, any use of the Goods delivered by Plasmacure shall be for the own risk of the Customer. The Customer indemnifies Plasmacure against all claims from third parties arising from any use of the Goods delivered by Plasmacure.

12.7 Claims for warranty must be made to Plasmacure by registered letter within eight (8) days after the Customer has discovered the defect or should reasonably have discovered it. In the absence of a timely complaint, any liability of Plasmacure shall expire.

12.8 Any defects relating to part of the delivered Goods shall not give the Customer any right to reject or refuse the entire batch of delivered Goods.

12.9 The warranties provided by Plasmacure in this Article 12 are the only warranties provided by Plasmacure with respect to the Goods and Services delivered under the Agreement. Plasmacure explicitly disclaims any other warranties, express or implied, under contract, operation of law or otherwise, including without limitation the warranties of fitness for purpose and non-infringement of any third party's intellectual property rights.

12.10 The Customer must inform Plasmacure in writing of any inaccuracies in invoices from Plasmacure within five (5) days following the invoice date, in default of which the Customer will be considered as having approved the invoice.

12.11 Complaints will not suspend the payment obligations of the Customer.

12.12 Following the observation of a defect in a Good or Service, the Customer is required to take all possible measures to prevent or limit damage, including possible immediate cessation of use, processing and trading of the Good or Service.

#### **Article 13 Maintenance of the Plasmacure Goods or Services**

13.1 The PLASOMA System does require maintenance or service. If required maintenance or service can only be carried out on the Plasmacure premises, Plasmacure will provide transport for the Goods to and from the premises at Customers expense.

13.2 Plasmacure may provide the Customer with a replacement Good for the time that the original Good cannot be used.

13.3 Article 11 applies mutatis mutandis to the replacement goods mentioned in this Article.

13.4 These Terms apply in full to the required maintenance or service.

#### **Article 14 Reservation of ownership**

14.1 Plasmacure reserves ownership of the Goods delivered and to be delivered, until all its claims in respect of the Goods delivered and to be delivered have been settled in full by the Customer.

14.2 If the Customer is in default of complying with its obligations, Plasmacure shall be entitled to retrieve the Goods belonging to Plasmacure (or to have them retrieved) from the location where they are held, at the Customers' expense.

14.3 The Customer is not entitled to pledge or transfer ownership of the Goods not yet fully paid for. The Customer is required to store the Goods delivered subject to retention of title with the necessary care, and recognisably as the property of Plasmacure.

#### **Article 15 Advice**

15.1 Plasmacure shall to the best of its ability strive to achieve the intended result with its advice and other information provision, but shall offer no guarantee whatsoever in that respect. All advice issued and other information provided by Plasmacure is therefore entirely non-binding and shall be issued by Plasmacure as non-binding information.

15.2 The advice issued and other information provided by Plasmacure is intended exclusively for the Customer. Third parties may derive no rights from that advice or information.

15.3 Without prior written permission from Plasmacure, the Customer is not permitted to make the content of advice and other information provided by Plasmacure public, or in any other way make it available to third parties.

#### **Article 16 Payment**

16.1 Unless otherwise agreed in writing, invoices from Plasmacure must be paid within fifteen (15) days following the invoice date in the currency specified on the invoice and exclusively in the manner indicated on the invoice.

16.2 Plasmacure shall at all times be entitled to demand full or partial prepayment and/or otherwise obtain security for payment.

16.3 Plasmacure is entitled to separately invoice part deliveries.

16.4 The Customer waives any right to suspension and set-off and shall acquire no right of retention of the Goods. Plasmacure is at all times entitled to set off any amount it owes to the Customer against that which the Customer and/or the Customer's affiliated companies owe to Plasmacure, whether or not already those amounts are already due.

16.5 If no timely payment is received, without further notice of default, the Customer shall owe interest on the invoice amount of 1% per month, calculated from the due date of the invoice up to the date of payment, whereby part of a month shall be considered a full month, and without prejudice to the right of Plasmacure to demand full compensation.

16.6 All costs relating to collection shall be at the Customer's expense. Extrajudicial collection costs shall be at least 15% of the amount to be collected, with a minimum of EUR 200.00 (two hundred euros).

16.7 The entire invoice amount shall be immediately due and payable in the event of late payment of an agreed instalment on the due date, or if:

1. the Customer is declared bankrupt;
2. the Customer requests a (provisional) moratorium;
3. the Customer is made subject to the statutory debt management scheme (WSNP);
4. the Customer offers a voluntary and private arrangement for debt restructuring;
5. if any attachment is imposed on the Customer;
6. the Customer is subject to full or partial acquisition, merger and/or any manner in which change of control over the Customer takes place;
7. the Customer goes into liquidation or an order is made or a resolution is passed for the winding-up of the Customer.

16.8 If one of the above situations occurs, the Customer is required to immediately duly inform Plasmacure.

16.9 Any payments made by the Customer shall serve first to settle the costs payable, then to settle any interest payable and then to settle the longest outstanding invoices, even if the Customer specifies that payment relates to a later invoice.

#### **Article 17 Term and termination of the Agreement**

17.1 The term of the Agreement shall be determined in the offer and/or order confirmation of Plasmacure. Unless otherwise agreed upon in writing, in the event of continuing performance contracts, the parties shall be entitled to terminate the Agreement, provided that a notice period of at least six (6) months is observed.

17.2 Without prejudice to any other rights in this Article, and in addition to any termination rights available under applicable law, Plasmacure shall be entitled to terminate the Agreement forthwith and with immediate effect, without further notice being required, if any situation mentioned in Article 16.7 occurs.

17.3 In event of termination of the Agreement by Plasmacure in accordance with Article 17.2, Plasmacure shall have the right to claim full compensation for damages, notwithstanding any other rights of Plasmacure. The Customer shall not be entitled to any compensation for damages in that regard.

#### **Article 18 Cancellation**

Once placed and accepted, the Customer may not cancel an order.

#### **Article 19 Liability and indemnification**

19.1 Beyond the provisions of Article 12, the Customer shall have no claim whatsoever against Plasmacure for defects or with regard to the Goods and/or Services provided by Plasmacure. As a consequence, Plasmacure shall not be liable to the Customer for any any costs, expenses, losses, liabilities, claims and/or damage incurred by the Customer ("Losses") in relation to this Agreement, due to whatever cause, except in the case of intent or willful recklessness on the part of Plasmacure.

19.2 Plasmacure shall not be liable as intended hereinabove for actions by its employees or other persons within its control, including (gross) negligence or deliberate intent on the part of those persons.

19.3 Plasmacure shall not be liable for the advice or recommendations issued by Plasmacure to the Customer unless this advice or recommendations are explicitly part of a specific Service. In the event of a specific Service, the liability restrictions as appearing in this Article 19

shall apply. The Customer shall indemnify Plasmacure for all claims from third parties in connection with advice or recommendations issued by Plasmacure.

19.4 Plasmacure shall not be liable for the infringement of patents, licenses and/or other intellectual property rights of third parties through the use of information issued by or on behalf of the Customer.

19.5 In no event shall Plasmacure be liable to the Customer for any loss of profit, loss or interruption of business, loss of savings, wages paid in vain, claims by third parties, loss or corruption of data or any other indirect or consequential Losses, irrespective of the legal basis of the claim and to the maximum extent permitted by law.

19.6 In all cases in which Plasmacure is liable for any Losses, Plasmacure's liability shall be limited to the higher of (i) the amount paid by the Customer for the Goods and/or Services causing such Losses or (ii) the amount actually paid by Plasmacure's liability insurance with respect to the event causing the Losses (if any), irrespective of the legal basis of the claim and to the maximum extent permitted by law.

19.7 The Customer shall indemnify Plasmacure, its employees and others insourced for implementation of the Agreement against any claim from third parties in connection with the implementation of the Agreement by Plasmacure, irrespective of the cause, and against any resultant costs for Plasmacure.

19.8 Any claim against Plasmacure, unless acknowledged by Plasmacure, shall lapse through the simple expiration of twelve (12) months following the date that the Losses, for which the Customer claims compensation, first arose.

19.9 The Customer will indemnify Plasmacure and employees of Plasmacure against claims from third parties (also including administrative and/or criminal fines), including employees of Plasmacure, who suffer damage in connection with the implementation of the Agreement as a result of the actions or failure to act by the Customer and/or the inaccuracy or incompleteness of information or data issued by or on behalf of the Customer.

#### **Article 20 Personal Data Protection**

20.1 In collecting and (further) processing personal data in the framework of the Agreement from or for the Customer, Plasmacure will comply with the obligations and shall take adequate protective measures as arising from the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, from the moment it comes into effect, the e-Privacy Regulation and all related legislation and regulations.

20.2 If in its own judgment Plasmacure must be considered to be a data processor as intended in the GDPR, at first request of Plasmacure, in addition to the provisions in this Article, the Customer will enter into and sign a written data processing Agreement with Plasmacure, in accordance with the model to be supplied by Plasmacure.

20.3 The Customer indemnifies Plasmacure against all claims from third parties (including at least users, supervising bodies and/or government authorities), financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Customer of any personal data protection laws.

#### **Article 21 Representation**

21.1 If the Customer acts on behalf of one or more others, without prejudice to the liability of those others, the Customer shall be liable to Plasmacure as if it itself were the Customer.

21.2 If Plasmacure enters into an Agreement with two or more natural persons and/or legal entities, all Customers shall at all times be jointly and severally liable in respect of Plasmacure for the entire Agreement.

21.3 If Plasmacure enters into an Agreement with a company in establishment, the founders shall also remain jointly and severally liable for the entire formation, following confirmation of the Agreement.

#### **Article 22 Applicable Law and Competent Court**

22.1 The Agreement(s) between Plasmacure and the Customer are subject to Dutch law.

22.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980, CISG) shall not apply to the Agreement(s) between Plasmacure and the Customer and is expressly excluded.

22.3 Plasmacure has a complaint handling procedure. The Customer can send a complaint to:

Plasmacure, Transistorweg 5, 6534 AT Nijmegen, The Netherlands, [info@plasmacure.nl](mailto:info@plasmacure.nl)

22.4 Plasmacure and the Customer will attempt in good faith to resolve any controversy or dispute arising out of or in connection with these Terms and/or any Agreement between the parties. In the event that Plasmacure and the Customer do not succeed in resolving any controversy or

dispute in an amicable manner, the controversy or dispute between Plasmacure and the Customer will exclusively be submitted to the competent judges at the District Court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands. In that event, Plasmacure shall also and at all times be entitled to submit a dispute or claim to the competent court in the location where the Customer is established or where it has its actual seat.

22.5 In derogation of Article 22.4, all controversies or disputes arising out of or in connection with these Terms and/or any Agreement between Plasmacure and a Customer that is established in a country outside the European Union or in a country other than Denmark, Iceland, Norway, Switzerland or the United Kingdom, shall be submitted to a sole arbitrator, selected in accordance with the rules of the Netherlands Arbitration Institute. The arbitration will be conducted in the English language and in accordance with the regulations of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam.

#### **Article 23 Final Provisions**

23.1 The nullity or voidability of any provision of these Terms or of any Agreements to which these conditions apply will not affect the validity of the other provisions. Plasmacure and the Customer are required to replace any provisions that are null and void with provisions that are valid, and which as far as possible reflect the intention of the null or void provision.