

TERMS AND CONDITIONS OF PURCHASE OF MEDIVATORS B.V.

Version: January 2019

1. General | Scope

- 1.1 These general Terms and Conditions of Purchase (hereinafter “**Terms and Conditions of Purchase**” or “**TCP**”) shall apply to all (pre)contractual relationships and undertakings between MEDIVATORS B.V., a company of the CANTEL GROUP, (hereinafter “**MEDIVATORS**” or “**Purchaser**”) and the (legal) person that enters into such relationship as supplier (hereinafter “**Supplier**”) for the procurement of goods (hereinafter “**Products**”) and services (hereinafter “**Services**”) by MEDIVATORS.
- 1.2 These General Terms and Conditions, in the current version at the time the relevant contract is concluded, shall form part of all contracts between MEDIVATORS and Supplier and shall, together with the relevant (standing) purchase order (including offer/quotation, confirmation or other documents) for Products and/or Services (hereinafter “**Purchase Order**”), constitute the agreement between MEDIVATORS and Supplier (hereinafter “**Agreement**”).
- 1.3 These TCP, as amended from time to time, shall apply exclusively. Any deviation from these TCP shall only be valid by written agreement between MEDIVATORS and Supplier. Any general terms and conditions of Supplier which deviate from, conflict with or supplement these TCP shall not apply and are explicitly rejected by MEDIVATORS. General terms and conditions of the Supplier shall only form part of the Agreement in so far as MEDIVATORS has expressly consented to their application in writing making express reference to the general terms and conditions of the Supplier.
- 1.4 Legally relevant declarations made by the Supplier, which are made to MEDIVATORS after the conclusion of the Agreement, must be made in writing in order to be valid.
- 1.5 References in these TCP 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 TCP.
- 1.6 MEDIVATORS reserves the right to amend these TCP at any time. A copy of the most recent General Terms and Conditions will be available for review at <https://www.cantelmedical.eu/293/Terms-and-Conditions.htm>.

2 Conclusion of an Agreement | Purchase Order | Cost Estimates

- 2.1 Any and all offers of the Supplier shall be regarded as irrevocable for a period of at least three (3) months upon the date of submission of the relevant offer, unless explicitly determined otherwise in the offer.
- 2.2 Purchase Orders placed by MEDIVATORS must be made in written form. Acceptance of MEDIVATORS's offer to buy contained in any Purchase Order is expressly limited to the terms in the Purchase Order and these General Terms and Conditions. MEDIVATORS may revoke a Purchase Order at any time before the acceptance by the Supplier.
- 2.3 MEDIVATORS shall only be bound by a Purchase Order if within two (2) weeks of receiving it, the Supplier confirms it without any changes.
- 2.4 Offers and cost estimates from the Supplier shall be binding and provided at no cost to MEDIVATORS. If, prior to concluding a contract, the Supplier prepares offer documents or project documents, brochures, presentations or similar items or attends visits, meetings or other appointments at undertakings of the MEDIVATORS Group, these will not be paid for by MEDIVATORS.

3 Change Requests | Changes in the Performance

- 3.1 At any time, MEDIVATORS may request changes, supplements to or expansions of the contractual services, including but not limited to, the method of shipment, or time or place of delivery, as well as to quality, quantity or scope or schedule of Products and/or Services (hereinafter "**Change Requests**").
- 3.2 If additional work arises for the Supplier as a result of changes, the Supplier may request an appropriate and reasonable adjustment of the dates for performance and the remuneration. In each case, the Supplier shall be obliged to submit a calculation to MEDIVATORS showing the necessary cost for implementing the Change Request, which takes into account the effects of the change on dates for performance, remuneration and resources used (hereinafter "**Change in Performance**"). The relevant Change in Performance, in particular any change in the price, shall only be effective and binding after it has been laid down in writing. The Supplier shall be obliged to start implementing the Change Request without delay.

4 Prices and Remuneration | Invoices | Payment Terms

- 4.1 In consideration for the Services rendered and/ or the Products delivered in accordance with the Agreement, MEDIVATORS shall pay to Supplier the price set forth in the relevant Purchase Order or otherwise agreed upon by the parties. Any and all costs incurred by and in connection with the performance of the Agreement (such as costs for packaging, delivery/transport, assembly, installation, insurance, customs duties, applicable taxes) shall be deemed compensated by such price.

- 4.2 Unless otherwise provided for in the Agreement, all payments shall be made within thirty (30) calendar days upon receipt of the correct invoice by MEDIVATORS.
- 4.3 All payments due under this Agreement shall be made in EUROS and shall be exclusive of any Value Added Tax (“VAT”) or similar taxes.

5 Delivery Time

- 5.1 Services shall be rendered by and Products shall be delivered at the date as specified in the relevant Agreement (hereinafter “**Delivery Date**”). Time is of the essence in the performance of the Agreement. The Supplier shall be obliged to inform MEDIVATORS in writing without delay about any foreseeable delays in delivery or effecting performance.
- 5.2 Failure to meet Delivery Dates shall always be regarded as default. If the Supplier fails to meet a Delivery Date, MEDIVATORS is entitled to dissolve the Agreement – in full or part – without any obligation to pay compensation or having to take any notice period into account. This is without prejudice to MEDIVATORS’s other contractual and/or statutory rights.
- 5.3 MEDIVATORS may accept or return Products received after their required Delivery Date without waiving MEDIVATORS’s right to return subsequent shipments delivered after the required Delivery Date. If MEDIVATORS chooses to return the Products received after the required Delivery Date, Products shall be returned at Supplier’s risk and expense, including without limitation, warehouse and handling costs.
- 5.4 If MEDIVATORS accepts the goods or the performance of services without reservation, this shall not constitute a waiver of MEDIVATORS’ statutory or contractual claims for delays in delivery or performance.

6 Partial Deliveries | Delivery Terms/Terms of Performance | Passing of Risk Delivery Dispatch | Packaging

- 6.1 The delivery of Services and Products shall only take place on working days between 8 and 17 hours. Services shall be performed at the place specified in the Agreement. Products shall be delivered (including the corresponding appropriate documentation required by applicable laws and (if applicable) any quality agreement) by or on behalf of Supplier to MEDIVATORS **DAP** (“**Delivered at Place**”) or, if and as determined by MEDIVATORS, **FCA** (“**Free Carrier**”) or any other delivery terms (respectively as such terms defined in Incoterms 2010).
- 6.2 The Supplier shall only be entitled to effect partial deliveries/performance following the express consent of MEDIVATORS.

- 6.3 The Supplier must give MEDIVATORS notice of all deliveries of Products and performance of Services on a timely basis, by means of a (dispatch) notice at least three (3) working days before dispatch, stating details of the nature, quantity and where appropriate the (net) weight.
- 6.4 The Supplier shall ensure safe and sound delivery of the Products. The Supplier shall suitably pack, mark and ship all Products in adequate protective packaging and in accordance with any reasonable instructions from MEDIVATORS and the requirements of common carriers. The Supplier shall be responsible for the compliance of all relevant national, international and/or supranational laws, including those regarding packaging, transport, labelling and import. Packaging materials pass into the ownership of MEDIVATORS.
- 6.5 All deliveries shall be labelled in accordance with the applicable legal provisions. This includes, in particular, in so far as they are applicable, the European directives on dangerous substances/preparations.
- 6.6 All deliveries shall be accompanied by the documents which are required by applicable laws and by contractual agreement, in particular by all documents, which must be presented in accordance with the standards on good working practices, as well all the documentation necessary and appropriate for its regular use (including without limitation the instruction and operation manuals, the manuals for installation and assembly and the warranty certificates). Each shipment of Products must include a packing list with the following information: purchase order number, manufacturer's part number, manufacturer's lot number and respective quantity per lot, MEDIVATORS's part number, number of cartons in shipment, quantity of Products per carton and total quantity of Products.
- 6.7 Unless otherwise agreed by MEDIVATORS in writing, the Supplier shall deliver to MEDIVATORS a certificate of analysis or a certificate of compliance to the specifications with respect to each Product lot shipped.
- 6.8 The Supplier shall be liable, and will promptly reimburse MEDIVATORS, for the amount of any loss or damage due to acts or omissions of Supplier's personnel, its affiliates and contractors while on premises of MEDIVATORS or any third party as designated by MEDIVATORS in connection with Supplier's performance of this Agreement.
- 6.9 The risk of loss and damage to the Products shall pass to MEDIVATORS upon delivery pursuant to Clause 6.1.
- 6.10 If Supplier is responsible for installation or entry into function and unless otherwise agreed in writing, Supplier shall bear all related expenses, including travel and transportation expenses, the supply of machinery and equipment and reimbursements of expenses.

7 Property in Goods

- 7.1 The title to and in the Products transfers to MEDIVATORS or (as the case may be) any affiliate of MEDIVATORS, on delivery pursuant to Clause 6.1, i.e. when the Products are delivered to MEDIVATORS at the agreed delivery address in accordance with the agreed Incoterm. The Supplier guarantees that the full and unencumbered title to the Products is transferred to MEDIVATORS. The retention of title by the Supplier is excluded.

8 Warranty

- 8.1 In addition to all warranties implied by law and any express warranties provided by the Supplier or otherwise provided in these TCP, the Supplier warrants and represents that all Products (including the packaging) and all Services shall be sound, which shall at a minimum entail that:
- a. the Products and Services shall comply with the statutory provisions;
 - b. the Products shall be of high quality and free from defects and shall strictly conform to the relevant specifications and requirements set forth in the Agreement;
 - c. the Products shall comply with the recognised standards of science and technology, applicable technical regulations and standards (e.g. DIN, EN, ISO, VDE);
 - d. the design, manufacture, and delivery shall comply with all applicable laws, including without limitation, applicable standards on good working practices, the EU Regulation 2017/745, and other laws on medical devices, orders and industry related safety and quality standards in all countries in which the Products and/or Services are going to be sold by MEDIVATORS, its affiliates and/or its distributors (these countries shall in any case – but not limited to – include all countries within the European Economic Area);
 - e. the Products and Services shall be clear of any and all liens, retention rights and encumbrances whatsoever;
 - f. the Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff;
 - g. the Products shall conform to all drawings, samples or other descriptions furnished or specified by MEDIVATORS or Supplier;
 - h. the Products shall be merchantable (such as – but not limited to – including all relevant certificates) and fit for their intended purpose.

- 8.2 The Supplier represents and warrants that the Supplier and (as the case may be) its affiliates and Subcontractors shall, at all times during the term of the Agreement, hold and maintain in good standing, at its expense, all permits, licenses or other regulatory approvals advisable and required to fulfil their obligations under the Agreement, including but not limited to, manufacturing license and/or wholesaler license, and shall, upon MEDIVATORS's request, provide MEDIVATORS with copies of such regulatory approvals.
- 8.3 Supplier also represents and warrants that neither the Products nor the use of the Products shall infringe any patent, copyright, trade secret, trademark or other property right of a third party.
- 8.4 All warranties shall survive acceptance and payment.
- 8.5 All defects, which are discovered within twenty-four (24) months upon delivery as per Clause 6.1, shall be regarded as not sound in the meaning of this Clause 8, unless the defects are attributable to MEDIVATORS.

9 Inspection | Defects

- 9.1 All Products shall be received subject to MEDIVATORS's right of inspection and rejection at any time after receipt.
- 9.2 Within thirty (30) calendar days after arrival of the Product at the delivery destination, MEDIVATORS, an affiliate of MEDIVATORS, or a third party on behalf of MEDIVATORS, shall 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).
- 9.3 Neither acknowledgment of receipt nor any payment shall be deemed to constitute any acceptance by MEDIVATORS. The acceptance or non-acceptance by MEDIVATORS of the Products and/or Services does not release the Supplier from any obligation, guarantee or liability pursuant to the Agreement.
- 9.4 In case the Products and/or Services do not meet the warranties set forth in these TCP and the Agreement, the defects shall immediately and completely be corrected by the Supplier free of charge. Such may entail – to be decided at MEDIVATORS's sole discretion and without prejudice to any of its rights – the replacement of Products (or parts thereof), re-execution of (part of) the Services, or a (partial) refund of the Products and/or Services. Additional costs (such as – but not limited to – dismantling, transport and reassembly) shall also be borne by the Supplier.
- 9.5 With respect to any replacements or re-execution pursuant to Clause 9.4, a new conformity term commences.

- 9.6 For the sake of clarity, the rights of MEDIVATORS in respect of defects in quality and defects as to title in relation to the Products or Services provided and in respect of other breaches of duty by the Supplier shall be governed by the statutory provisions. The provisions of these TCP shall supplement the statutory rights of MEDIVATORS in this respect.

10 Quality | Records | Audit Right | Insurance

- 10.1 The Supplier shall not make any changes to any Product or Service (including, but not limited to, any changes to the manufacturing site, manufacturing process, labeling, raw materials or proportions of raw materials used in Products) delivered to MEDIVATORS under the Agreement unless the Supplier notifies MEDIVATORS in writing of the change at least one hundred eighty (180) calendar days before its implementation and MEDIVATORS agrees to such change in writing. The Supplier shall be liable for all losses and damages that MEDIVATORS may suffer if the Supplier does not comply with the preceding requirements.
- 10.2 At MEDIVATORS's request, the Supplier shall provide samples of Product produced with the proposed change to test in MEDIVATORS's manufacturing process. In addition, the Supplier shall participate and aid in programs implemented by MEDIVATORS with respect to quality in manufacturing and delivery of Products and Services, including, but not limited to, MEDIVATORS's supplier corrective action response process.
- 10.3 The Supplier shall apply, maintain and document a quality system that complies with ISO or a comparable standard for guaranteeing that the Products and/ or Services comply with the agreed quality.
- 10.4 The Supplier shall create and maintain accurate records related to the Product(s), including, but not limited to, manufacturer information and recall data with respect to each Product sold to MEDIVATORS. The Supplier shall keep records of all inspection and testing data, with respect to Products and samples of each lot shipped, for two (2) years after delivery. Until the expiration of five (5) years after completion of the performance under the relevant Agreement, the Supplier shall make available, upon MEDIVATORS request, the books, documents, and records, including the above records, that relate to the performance of the Supplier obligations under the Agreement or other applicable legal requirements.
- 10.5 MEDIVATORS and its customers reserve the right, at least once per calendar year and at the Supplier's cost, to inspect the Supplier's quality management system and to perform testing and quality audits of Supplier's facility and/or manufacturer's facility in conformance with regulatory requirements or as otherwise deemed necessary by MEDIVATORS and/or its customers in order to assess work quality, conformance with MEDIVATORS's specifications, and conformance with Supplier's representations, warranties, certifications and covenants under the Agreement.

- 10.6 The Supplier shall maintain levels of insurance customary in the industry and adequate to insure against customary risks, including but not limited to product liability insurance.

11 Use of Subcontractors

- 11.1 The Supplier shall fulfil its contractual duties itself. The Supplier shall only be permitted to involve any type of subcontractors or other third parties (collectively, "**Subcontractors**") following the prior consent of MEDIVATORS in writing. In particular, the Supplier shall not be permitted to outsource the manufacturing or assembly process of any of the Products without prior written approval from MEDIVATORS, and the Supplier may not subcontract the supply of Services of Subcontractors unless such subcontract has been expressly authorized in writing by MEDIVATORS.
- 11.2 Where MEDIVATORS has consented to the Supplier involving a Subcontractor, the Supplier shall impose all duties which it owes to MEDIVATORS on the Subcontractor, in so far as this is necessary in order for the Supplier to fulfil its contractual duties in accordance with these TCP and any other provision of the Agreement. In each case, the Supplier shall remain responsible and liable for the actions and omissions of the Subcontractor in the same way as for its own actions and omissions.

12 Compliance with Applicable Laws & Industry Standards

- 12.1 The Supplier 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) manufacture, labelling, 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.
- 12.2 The Supplier must provide all of the agreed deliveries of the Products and the Services professionally, punctually and in accordance with the statutory provisions and contractual agreements. In so doing, the Supplier shall at all times apply the standard of care to be applied in each case by specialists and in any event exercise due care as objectively required.

13 Personal Data Protection | GDPR

- 13.1 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.
- 13.2 With regard to personal data received from MEDIVATORS, the Supplier 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. The Supplier shall, furthermore, use appropriate measures to ensure security and confidentiality of MEDIVATORS personal data. The Supplier shall implement adequate technical and organisational measures (Article 32 of GDPR) to ensure a level of security of personal data appropriate to the risk. The Supplier 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.
- 13.3 To the extent required according to the applicable data protection law, the Supplier shall conclude an agreement on data processing with MEDIVATORS (Article 28 of GDPR).
- 13.4 MEDIVATORS shall be entitled to terminate the contract in whole or in part if the Supplier culpably breaches his duties under this Clause 13 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, the Supplier breaches the obligations incumbent on it under data protection law.
- 13.5 Upon termination of the Agreement, for whatsoever reason, the Supplier shall stop the processing of MEDIVATORS personal data, unless otherwise agreed by MEDIVATORS.

14 Compliance with Policies and Codes

- 14.1 The Supplier hereby agrees to comply with all of the supplier expectations set forth in the CANTEL 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/>

15 Working Results | Intellectual Property

- 15.1 Any working results achieved or otherwise arising out of or in connection with the performance of the Agreement shall be exclusively owned by MEDIVATORS and may be exploited by MEDIVATORS at its discretion, with no additional obligation of compensation on MEDIVATORS.
- 15.2 The purchase of the Products and/or the Services shall confer on MEDIVATORS and its affiliates an irrevocable, word-wide, royalty free and fully paid up, non-exclusive, sub-licensable and perpetual license under all intellectual property rights owned or controlled, directly or indirectly, by the Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Products and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.
- 15.3 The Supplier warrants and represents that the Products and envisaged use thereof do not infringe upon any intellectual property rights (such as patent, copyright, trade secret, trademark) or any other third-party rights. The Supplier shall indemnify MEDIVATORS against any third-party claims and compensates MEDIVATORS for all losses and costs resulting therefrom.
- 15.4 If (use of) the Products infringes any third-party (intellectual property) right, the Supplier shall – in consultation with MEDIVATORS – take immediate and adequate measures to remedy any negative consequences resulting therefrom for MEDIVATORS (including reimbursement of any additional costs). If – in the opinion of MEDIVATORS – such negative consequences cannot be sufficiently remedied, the Supplier shall indemnify MEDIVATORS in full.
- 15.5 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 this Agreement

16 Indemnification

- 16.1 The Supplier agrees to defend, indemnify and hold MEDIVATORS (and its affiliates) harmless with respect to all claims, liabilities, damages or expenses (including, without limitation, legal fees and expenses) incurred that relate to or are caused by the Supplier's performance or non-performance of its duties under the Agreement, including, without limitation, any: (a) actual or alleged patent, copyright or trademark infringement arising out of the purchase, sale or use of the Products or provision of Services; (b) actual or alleged defects in the Products or Services; (c) actual or alleged breach of warranty; or (d) failure of the Supplier to deliver the Products or Services on a timely basis.

16.2 This Clause 16 shall not be construed to preclude or limit any other rights or remedies available to MEDIVATORS.

17 Recall

17.1 The Supplier shall initiate a recall of a Product if it reasonably determines a recall to be advisable or if required by any applicable laws. The Supplier shall immediately notify MEDIVATORS in writing of any recall of a Product. The Supplier shall bear the responsibility for all costs incurred in connection with any recall hereunder. MEDIVATORS shall reasonably cooperate with the Supplier in effecting the recall.

17.2 In case MEDIVATORS needs to initiate a recall due to a defect of Products provided by the Supplier and incorporated in MEDIVATORS products, MEDIVATORS shall give notice to the Supplier, unless the urgency of the recall does not allow it. The Supplier shall bear the responsibility for all costs incurred in connection with any recall hereunder that is due to a defect of Products provided by the Supplier.

18 Confidentiality

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

19 Taxes / Social Insurance Charges

19.1 The Supplier shall solely be responsible for and guarantees to MEDIVATORS compliance with all social insurance and tax obligations with regard to the personnel engaged by the Supplier in the performance of the Agreement. The Supplier shall indemnify MEDIVATORS against any claims by tax authorities, benefits agencies and/or third parties with regard to non-compliance by the Supplier with its social security and tax obligations.

19.2 Upon MEDIVATORS's first request, the Supplier 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” shall remain unaffected. MEDIVATORS shall be entitled to terminate the Agreement in particular in the events described below.
- 20.3 MEDIVATORS may terminate the Agreement in the event of a material breach by the Supplier of the provisions of this Agreement, which breach - if it is capable of remedy – unless explicitly otherwise provided herein has not been cured by Supplier within thirty (30) calendar days after receiving written notice from MEDIVATORS requiring to cure such breach.
- 20.4 In addition, MEDIVATORS may terminate the Agreement, or any part thereof, by written notice to the Supplier, if the Supplier defaults for any reason, including, without limitation, the following events of default: (a) Supplier’s failure to timely deliver any installment or to otherwise perform within the time specified; (b) any material adverse change involving Supplier that MEDIVATORS in good faith believes may impair the likelihood that MEDIVATORS will receive timely and full performance of any order where the Supplier does not provide adequate written assurances within ten (10) calendar days of MEDIVATORS’s written request for such assurances; or (c) Supplier’s insolvency, assignment for the benefit of creditors, or subjection to proceedings under any law relating to bankruptcy, insolvency, dissolution or the relief of debtors.
- 20.5 MEDIVATORS’s termination rights under this Clause 20.3 and 20.4 shall be in addition to all other rights and remedies available to MEDIVATORS at law upon Supplier’s default.
- 20.6 In addition to the above, MEDIVATORS may also withdraw from all or any part of the Purchase Order, without cause, at any time by giving the Supplier ten (10) days’ written notice. In such events, Supplier shall immediately cease all work and terminate all orders and contracts and MEDIVATORS shall be liable only for reasonable actual costs as a direct result of the withdrawal which may not be recovered or mitigated (e.g. purchased materials and labour costs incurred prior to receipt of notice of withdrawal).
- 20.7 The termination of the Agreement shall be without prejudice to the rights of either party accrued at the date of termination.

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:

unless otherwise provided for in the relevant Purchase Order

Medivators B.V.
Attn.: Director of Supply Chain
Sourethweg 11
6422 PC Heerlen

The Netherlands

with a copy to the attention of: Country Manager.

in the case of the Supplier:

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

22 Business Continuity Plan

- 22.1 The Supplier 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, the Supplier 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 the Supplier, 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 the Supplier's employees to MEDIVATORS or vice versa within the meaning of the law on the supply of temporary workers. Any staff deployed by the Supplier do not enter into any employment relationship with undertakings of MEDIVATORS or any company of the CANTEL GROUP. Only the Supplier shall have authority to issue instructions to its staff. The Supplier is entirely 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, the Supplier 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 Governing Law | Place of Jurisdiction

- 24.1 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 TCP, 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.
- 24.2 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 TCP, shall be exclusively referred to the district court in Amsterdam, the Netherlands.

25 Miscellaneous

- 25.1 Modification. Except as otherwise provided in this TCP, 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.
- 25.2 Waiver. The failure or delay of any party to assert a right hereunder or to insist upon compliance with any term or condition of this 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.
- 25.3 Severability. In the event that a provision of the Agreement, including a provision of these TCP, 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 TCP shall not be affected. MEDIVATORS and the Supplier 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 TCP and within the scope of what is legally possible.
- 25.4 Retention Right. The Supplier shall have no right to retention, set off or suspend any of its obligations under the Agreement.

25.5 Assignment by Supplier. The Supplier 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 Supplier from its obligations under the Agreement.

25.6 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 the Supplier.

25.7 Written Form. A reference to “writing” or “written” includes fax and email, unless expressly provided otherwise in these TCP.

25.8 English Version. The English version of these TCP takes precedence over the Dutch version or any other language. Any version other than the English version is merely a non-binding translation.

25.9 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.

25.10 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.

25.11 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 8 (Warranty), Clause 12 (Compliance with Applicable Laws & industry Standards), Clause 15 (Working Results | Intellectual Property), Clause 16 (Indemnification), Clause 17 (Recall), Clause 18 (Confidentiality), Clause 24 (Governing Law | Place of Jurisdiction) and Clause 5 (Miscellaneous), shall survive.