

General delivery and payment terms and conditions of the private limited company Dominus Cervix International B.V., having its registered office in Valkenswaard.

These general delivery and payment terms and conditions consist of:

I. General Terms and Conditions
II. Additional General Terms and Conditions for transactions via our webshop

I. General Terms and Conditions

Article 1: Definitions

In these general terms and conditions of sale and delivery, the following terms are taken to have the meaning set out after them:

1. *General Terms and Conditions*: these General Terms and Conditions of "DCI";
2. *DCI*: the private limited company Dominus Cervix International B.V., having its registered office and principal place of business in Valkenswaard, the Netherlands, registered in the trade register of the Chamber of Commerce under number 53451996, and all companies affiliated with it.
3. *Purchaser/consumer*: any natural person or legal entity that purchases goods and/or services from DCI, or with whom DCI enters into an Agreement, or with whom DCI is negotiating the conclusion of an Agreement;
4. *Agreement*: the agreement between DCI and Purchaser relating to the supply of goods and/or services, including these General Conditions.
5. *In writing*: notification via paper mail and/or via e-mail;

Article 2: Applicability

1. These General Terms and Conditions apply to all offers, quotations, advice and agreements between DCI and Purchaser, unless explicitly agreed otherwise in writing.
2. These General Terms and Conditions also apply to all subsequent offers, quotations, advice and Agreements, however concluded.
3. The applicability of any General (Purchase) Terms and Conditions of Purchaser is explicitly rejected.
4. Quotations of DCI are valid for a period of 30 days, unless agreed otherwise. After the expiry of the term, the offer or quotation will automatically lapse and no rights can be derived from it.
5. No rights can be derived from advertising material, brochures, sales documentation and other documents similar in nature.
6. Offers and quotations of DCI are entirely non-binding and revocable and should be regarded as an invitation to place an order or enter into an Agreement. DCI is free not to accept orders given without being required to supply a reason therefor, or at least not to conclude Agreements.

Article 3: Agreement

1. Agreements regarding the delivery of goods and/or services are concluded after a (written) (order) confirmation from DCI to the Purchaser or after (commencement of) the actual performance of the Agreement by DCI or any other (tacit) acceptance by DCI.
2. Changes to the Agreement can only be agreed in writing.

3. Purchaser is responsible for the accuracy and completeness of the information he provides to DCI. DCI is not liable in the event of inaccuracies in the information provided by, on behalf of or on the order of Purchaser. DCI is not obligated to verify the information received from Purchaser or through third parties and may assume that it is correct. Purchaser indemnifies DCI with respect to the above for any claims arising from inaccuracies in the information, including claims from third parties.

Article 4: Deliveries

1. Goods are deemed to have been delivered by DCI and to have been accepted by Purchaser **delivered duty paid**[UV1] as soon as the goods - for which DCI provides transport or arranges for it to be provided - have arrived at the delivery address mentioned in the (order) confirmation and transport document, have been unloaded and have been received by the Purchaser by signing the transport document, delivery note or another similar document.
2. Unless otherwise agreed, the delivery of goods shall be delivered duty paid.
3. If it has been agreed that delivery will be made to a specific delivery address, DCI will determine the method of dispatch and/or delivery. The delivery costs will then be charged to Purchaser.
4. From the moment of delivery, the goods are for the account and risk of Purchaser.
5. DCI is entitled to make partial deliveries at any time.
6. All (delivery) dates are established by DCI in approximation and are never regarded as strict deadlines. DCI will make every effort to meet the stated or agreed (delivery) dates insofar possible.
7. If DCI is aware of any circumstance that may prevent timely delivery, it will consult with Purchaser. Purchaser shall never be entitled to any compensation in respect of late delivery.

Article 5: Prices and payments

1. All prices are in Euro and exclusive of VAT unless stated otherwise.
2. Unless otherwise agreed, payment must be made within 14 calendar days of the invoice date.
3. The invoice amount must be paid without any deduction or setoff. DCI expressly reserves the right to require advance payment.
4. If, after the conclusion of the Agreement, circumstances arise that affect the cost price, such as changes in the prices of raw materials or in the goods to be delivered themselves, in wages, in exchange rates, import and export duties, etc., DCI is entitled to pass these price changes on to the Purchaser.
5. Purchaser is not entitled to suspend his (payment) obligations towards DCI.
6. If payment is not made within the applicable period, Purchaser will be in default by operation of law. Purchaser shall then owe a contractual interest of 2% on top of the statutory (commercial) interest applicable at that time. If Purchaser is in default or fails to comply with one or more of his obligations, then all reasonable costs for obtaining extrajudicial settlement shall be borne by Purchaser, which costs are determined on the basis of the 'Besluit Incassokosten' [Extrajudicial Collection Costs (Fees) Decree].
7. Payments will first be applied to the settlement of interest and costs, and thereafter to the oldest

outstanding principal sum(s), even if Purchaser indicates otherwise in this respect.

8. At the first request of DCI and to the satisfaction of DCI, Purchaser will provide (adequate) security for the fulfilment of his obligations towards DCI. If Purchaser does not immediately comply with a request to that effect from DCI, the latter is entitled to immediately suspend the delivery of goods and/or services and Purchaser will be in default, without any notice of default being required.

Article 6: Software license

1. DCI grants Purchaser a non-exclusive and non-transferable right of internal use of the software associated with the goods, including the associated documentation and any materials on which the software is recorded, in accordance with its intended use by the Purchaser as well as at the location and the maximum number of users indicated in the Agreement during the term of the Agreement. Insofar as nothing has been agreed on the subject of location and number of users, the location where the implementation has been carried out and the number of users connected at the time of first use shall be deemed to be the location and number of users for which the right of use has been granted.
2. The usage right of the Purchaser to the software ends upon termination of the Agreement.
3. If the original equipment is completely or partially out of operation due to malfunctions, Purchaser is entitled, possibly contrary to the above provisions, to use the software on replacement equipment regardless of where this equipment is installed.

Article 7: Software updates

1. DCI undertakes to provide updates for the (standard) software as supplied on the goods. However, updates will only be provided if the license fees payable by Purchaser have been paid. With regard to the right of use to the updates, the parties expressly agree that the provisions of the Agreement shall apply.
2. During the term of the Agreement, DCI undertakes to repair defects in the (standard) software or have them repaired in the next update, or as soon as technically possible.
3. Purchaser is obliged to install or have installed updates within three (3) months. If the latest update has not been installed within that period, any additional costs incurred by DCI for maintenance and/or repair as a result of the overdue installation may be charged to Purchaser.

Article 8: Retention of title

1. DCI retains title to all goods supplied by it until all claims of DCI against Purchaser, for whatever reason, including interest and costs, have been paid in full. Only after full payment of all claims shall title of the goods delivered be transferred.
2. If DCI has not obtained payment of the due and payable claims in respect of which DCI has retained title to the delivered goods, DCI is entitled to, without notice of default and without judicial intervention, and to the extent necessary, retrieve its goods, and Purchaser is obligated in that respect to grant DCI access to all rooms and grounds that are accessible and/or in use by the Purchaser, all this without prejudice to the right of DCI to claim (full) compensation

from Purchaser; DCI will be irrevocably authorized by Purchaser to retrieve goods as set out, both now and in the future.

3. Purchaser is prohibited from establishing a pledge for the benefit of a third party delivered by DCI and not yet paid for, or encumbering these goods with any other (limited) right on the goods.

Article 9: Advertising

1. Immediately upon delivery, the goods delivered must be inspected by Purchaser for defects and quantity.
2. Complaints about goods and/or services provided by DCI must be submitted to DCI in writing within 5 days after delivery of the goods and/or services in question, stating the nature of the complaints/faults, failing which all claims against DCI in respect of (alleged) defects will lapse.
3. Minor damage/discrepancies that do not (substantially) affect the possibility of using the goods cannot be marked as a defect.
4. A complaint does not suspend the payment obligation of Purchaser to DCI.
5. Purchaser is responsible for the consequences of any lack of clarity and/or inconsistency in the information he provides to DCI that may be relevant to the performance of the Agreement.

Article 10: Warranty and liability

1. DCI guarantees the soundness of the goods and/or services it provides in accordance with what Purchaser may expect on the basis of the Agreement.
2. Deviations with respect to delivered goods that are acceptable from a technical point of view according to the applicable customary standards cannot give rise to any claim/demand to DCI, nor to an obligation of DCI to replace the delivered goods.
3. The liability of DCI is always limited to the amount paid out in the relevant case under the liability insurance of DCI. In the event that no payment is made under the aforementioned insurance policy, for whatever reason, the liability of DCI is limited to the amounts invoiced by DCI in respect of the assignment or Agreement and paid on time.
4. DCI shall never be liable for damage as a result of improper use of the delivered goods by Purchaser, for example, in the event that damage or a defect in the goods has occurred as a result of improper use, or if Purchaser and/or third parties have made changes or attempted to make changes to the goods, or have used the goods for purposes for which they are not intended.
5. DCI shall never be liable for indirect or consequential damages, such as loss of profit, damage due to business interruption, losses, damages to growth and results, costs incurred in the prevention or determination of consequential damages, and the like.
6. Purchaser indemnifies DCI against all claims of third parties related to the Agreement.
7. Any claim against DCI, unless acknowledged by DCI, expires twelve months after the claim arose.

Article 11: Intellectual property

1. The copyrights and all other intellectual property rights relating to the software belong exclusively to DCI unless expressly agreed otherwise in writing. Nothing in these general terms and conditions or any Agreement is intended to transfer such right in whole or in part to the Purchaser. Purchaser acknowledges

these rights of DCI and will refrain from any form of (in)direct violation of these rights. Purchaser shall not reproduce or make copies of the software and/or other materials.

2. Purchaser is not permitted to remove any indication of copyright, trademarks, trade names or other intellectual or industrial property rights from the software.
3. DCI is permitted to take technical measures to protect the intellectual property of the software. If DCI has secured the software by means of technical protection, Purchaser may not remove or evade such protection.
4. These general terms and conditions or any Agreement do not oblige DCI to deliver or transfer any intellectual property right with respect to (standard) software, nor do they oblige Purchaser to deliver or transfer any intellectual property right with respect to the software.
5. In the unlikely event that software licensed by us to Purchaser infringes an intellectual and/or industrial property right applicable in the Netherlands and Purchaser is held liable in this regard, Purchaser is obligated to immediately notify DCI thereof in writing. Purchaser shall provide DCI with copies of all correspondence[UV2]; the defence against such legal action as well as all negotiations with a view to reaching a settlement shall be conducted exclusively by DCI. DCI will then, at its own discretion, either still have the right to use the software, or modify the software at its own expense in such a way that it no longer constitutes an infringement, or provide replacement computer software that does not constitute an infringement with the same functionality as the software with respect to which an infringement was alleged[UV3] or found, or refund the licence fee or development costs to Purchaser after return/transfer of the software and after deduction of a reasonable fee for the period that Purchaser has had the software at its disposal and also reimburse all reasonable costs incurred by Purchaser at the first request of Purchaser in the context of conducting a defence and/or seeking - whether or not on a timely basis - replacement software. With respect to infringement of an intellectual property right outside of the Netherlands, Purchaser will have no claim against DCI and no compensation shall take place.

Article 12: Force majeure

1. If DCI is unable to fulfil its obligations towards Purchaser due to force majeure, the fulfilment of those obligations will be suspended for the duration of the situation of force majeure. If the situation of force majeure has lasted one month, both parties shall have the right to, in writing, dissolve the Agreement in whole or in part to the extent that such dissolution is reasonably necessary. In the event of force majeure, Purchaser shall not be entitled to any compensation (for damages).
2. Force majeure is understood to mean any circumstance beyond the control of DCI, as a result of which DCI is wholly or partially prevented from fulfilling its obligations towards Purchaser, or as a result of which DCI cannot reasonably be expected to fulfil its obligations, regardless of whether that circumstance could have been foreseen at the time the Agreement was concluded. These circumstances include, but are not limited to: strikes, stagnation or other (internal) problems at DCI or third parties engaged by DCI, or measures imposed by the government.

Article 13: Dissolution

1. Without prejudice to the right of DCI to compensation and/or its right to suspend its obligations under the Agreement in whole or in part, DCI is entitled to, in writing, dissolve the Agreement in whole or in part without prior notice of default: (i) if bankruptcy or moratorium is applied for by or declared applicable on Purchaser, or; (ii) if Purchaser ceases its business operations, or (part of) its business is transferred, liquidated or discontinued, or; (iii) if Purchaser is no longer able to perform its obligations, or; (iv) if Purchaser fails to perform its obligations under the Agreement.
2. If the Agreement is terminated, the claims of DCI against Purchaser shall become immediately due and payable.

Article 14: Protection of personal data

1. In the context of the performance of an Agreement or in the context of complying with legal obligations, Purchaser may have personal data about Purchaser and/or persons associated with and/or employed by or on behalf of Purchaser processed by DCI. DCI will ensure an appropriate level of security in view of the risks associated with the processing and the nature of the personal data to be protected. This, however, only if and insofar as they are located in the (computer) systems or infrastructure of DCI. The processing of personal data takes place in accordance with the General Data Protection Regulation (GDPR).
2. DCI will handle the personal data provided by Purchaser with care. Personal data will only be accessible to Purchaser and will not be provided to third parties, except in the context of the performance of an Agreement and/or in cases where DCI is obliged to do so by applicable laws and regulations and/or a court ruling.
3. In the event of a data breach, DCI will, if necessary and reasonably possible, cooperate with Purchaser so that Purchaser can comply with its obligation to report a data breach in a timely manner, in accordance with the GDPR.
4. Purchaser is responsible for complying with applicable laws and regulations regarding the protection of personal data and indemnifies DCI against costs and damages resulting from claims by third parties in connection with the failure of Purchaser to comply with the GDPR.

Article 15: Other provisions

1. In the event that any provision of these General Terms and Conditions is null and void or is declared null and void, the other provisions shall remain in full force and effect. DCI will then draw up a new provision to replace the void/nullified provision, taking into account the purport of the void/nullified provision as much as possible.
2. DCI is entitled to set off any claims of Purchaser to DCI against any claims of DCI to Purchaser on any grounds whatsoever.
3. Purchaser is not entitled to use and/or trade any goods and/or services provided by DCI in a way that is in violation of laws and regulations.
4. DCI is entitled to engage third parties for the performance of the Agreement.
5. In the event of any attributable shortcoming by Purchaser in the performance of the Agreement, Purchaser will owe DCI, without judicial intervention, a penalty of 10% of the total or at least the maximum

- price involved in the Agreement. The fine accrues to DCI, without prejudice to all other rights or claims.
- The rights and obligations arising from the Agreement cannot be transferred by Purchaser to a third party unless DCI has given its express written consent to do so.

Article 16: Disputes and applicable law

- Every Agreement between DCI and Purchaser is governed by Dutch Law. The applicability of the Vienna (Sales) Convention is excluded.
- Insofar as mandatory law does not prescribe otherwise, disputes between DCI and Purchaser will be submitted to the competent Dutch court in the district in which DCI has its registered office.

II. Additional General Terms and Conditions for transactions via our Webshop

A provision is included in these additional terms and conditions that concerns a (possible) right of withdrawal for a consumer in case of a purchase through our webshop.

Article 17: No right of withdrawal:

- Pursuant to the provisions of Section 6:230p of the Dutch Civil Code, a consumer has no right of withdrawal in the event of a distance purchase in the case of:
 - an agreement where the price of the goods or services is subject to fluctuations in the financial markets beyond the trader's control and which may occur within the period of dissolution;
 - an agreement under which the consumer has specifically requested the trader to visit him in order to carry out urgent repairs or maintenance, with the exception of:
 - additional services not expressly requested by the consumer;
 - the delivery of goods other than those necessary to carry out maintenance or repairs;
 - an agreement concluded during a public auction;
 - an agreement for the provision of services, after the performance of the agreement, if:
 - performance has begun with the express prior consent of the consumer; and
 - the consumer has declared that he waives his right to terminate the contract as soon as the trader has fulfilled the contract;
 - an agreement for the provision of services relating to the provision of accommodation other than for residential purposes, the transport of goods, car rental services, catering and leisure services, where the agreement provides for a specific time or period of performance;
 - a consumer purchase concerning:
 - the provision of goods made to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision made by the consumer, or which are clearly intended for a specific person;
 - the provision of items that spoil quickly or have a limited shelf-life;
 - the provision of goods that are not suitable for return, for reasons of health protection or hygiene and whose seal has been broken after delivery;
 - the provision of goods which, by their nature, have been irrevocably mixed with other goods after delivery;

- the provision of alcoholic beverages, the price of which has been agreed upon at the time of concluding a consumer purchase, but the delivery of which can only take place after thirty days and the actual value of which depends on fluctuations in the market which are beyond the trader's control;
 - the provision of audio and video recordings and computer software whose seal has been broken after delivery;
 - the provision of newspapers, magazines or periodicals, with the exception of an agreement for the regular provision of such publications;
- the provision of digital content which is not supplied on a tangible medium, insofar as the performance has begun with the consumer's express prior consent and the consumer has declared that he thereby waives his right of termination.

Article 18: Right of withdrawal pursuant to the provisions of Section 6:230o of the Dutch Civil Code:

- For products:
 - The customer as a consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without being obliged to provide a reason for said termination. We, DCI,[UV4] may ask the consumer for the reason(s) for withdrawal, but the consumer is not obliged to state his reason(s).
 - The cooling-off period referred to in paragraph a. shall commence on the day after the consumer, or a third party designated by the consumer in advance and which is not the carrier, has received the product; or, if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the final product. The trader may, provided he has clearly informed the consumer prior to the ordering process, refuse an order of multiple products with a different delivery time.
 - If the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - In the case of contracts for the regular delivery of products during a given period: the day on which the consumer, or a third party designated by him, received the first product.
- In the case of services and digital content not supplied on a tangible medium:
 - The consumer can terminate a service agreement and an agreement for the provision of digital content that is not supplied on a tangible medium for at least 14 days without being obliged to provide a reason for said termination. DCI may ask the consumer for the reason(s) for withdrawal, but the consumer is not obliged to state his reason(s).

Article 19: Extended cooling-off period for products, services and digital content not supplied on a tangible medium in the event of failure to inform about the right of withdrawal:

- If DCI has not provided the consumer with the legally required information regarding the right of withdrawal or the model withdrawal form, the cooling-off period shall

end twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

2. If DCI has provided the consumer with the information referred to in the previous paragraph within twelve months of the effective date of the original cooling-off period, the cooling-off period expires 14 days after the day on which the consumer received that information

Article 20: Obligations of the consumer during the cooling-off period:

1. During the cooling-off period, Consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle in this matter is that consumers may only handle and inspect the product as they would in a store.
2. Consumer is only liable for a reduction in the value of the product resulting from a way of handling the product that goes beyond what is permitted by virtue of article 20.1.
3. Consumer shall not be liable for any reduction in the value of the product if DCI has not provided Consumer with all legally required information regarding the right of withdrawal prior to or at the time of the conclusion of the Agreement.

Article 21: Exercise of the right of withdrawal and costs thereof:

1. If Consumer exercises his right of withdrawal, he shall report this within the cooling-off period of fourteen days after the Agreement has been concluded by means of the return form for withdrawal to our office address Vlasakker no. 12 in (5555 LH) Valkenswaard.
2. As soon as possible, but no later than within 14 days from the day following the notification referred to in article 23.1, Consumer will return the product or hand it over to (an authorised representative of) DCI. This is not necessary if DCI has offered to collect the product itself. Consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
3. Consumer will return the product with all delivered accessories, if reasonably possible in their original condition and packaging, and in accordance with the reasonable and clear instructions provided by DCI.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with Consumer.
5. Consumer shall bear the direct costs of returning the product. If DCI has not indicated that Consumer should bear these costs or if DCI has already indicated that it will bear the costs itself, Consumer does not have to bear the costs of return.

Article 22: Obligations for DCI in case of withdrawal:

1. If DCI allows Consumer to withdraw by electronic means, DCI will send an acknowledgement of receipt without delay after receipt of the withdrawal notice.
2. DCI shall reimburse all payments made by the consumer, including any delivery costs charged by DCI for the returned product, without delay, though no later

than within 14 days following the day on which Consumer notifies DCI of the withdrawal. Unless DCI offers to collect the product itself, DCI may postpone such reimbursement until DCI has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.

3. DCI uses the same means of payment for refunds as was used by Consumer. The reimbursement is free of charge for Consumer.
4. If Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, DCI does not have to reimburse the additional costs for the more expensive chosen method.