

## TERMS & CONDITIONS

### Article 1. Definitions

For the purposes of these Terms & Conditions the following words shall bear the meanings assigned to them:

#### 1.1. Defibrion

Defibrion Services BV, having its registered office and principal place of business at Verlengde Bremenweg 12, 9723 JV Groningen, the Netherlands, registered with the Chamber of Commerce under number 58385045.

#### 1.2. Customer

Every individual or entity, not being a consumer, who/which enters into an Agreement with Defibrion.

#### 1.3. Agreement

An Agreement between the Customer and Defibrion, including the Terms & Conditions and/or Special Conditions.

1.4. Terms & Conditions These standard terms and conditions.

#### 1.5 Special Conditions

The special conditions which, in addition to the Terms & Conditions, are declared explicitly applicable by Defibrion to the sale, rental, Maintenance, installation of Products or any other special situations.

#### 1.6 Products

The products provided by Defibrion.

#### 1.7. Own Products

The products owned by the Customer.

#### 1.8. Price

The price stated in an offer or the price adjusted under this Agreement. Any stated prices are always plus VAT and any other taxes or levies.

#### 1.9. Third Party

A trained subcontractor designated by Defibrion.

#### 1.10. Maintenance

The annual inspection of the Products listed in an Agreement, which inspection shall be carried out by a trained Defibrion employee or qualified Third Party designated by Defibrion according to a time schedule prepared by Defibrion.

#### 1.11. Installation Works

The execution of works or the installation of Products in accordance with plans, specifications, statutory provisions, regulations and technical requirements, for instance for materials used.

#### 1.12. NEN standards

Standards developed by NEN (Nederlandse Norm, Dutch standard) and also accepted within the European Union.

#### 1.13. Deployment

The use of Products in cases of cardiac arrest only, in order to minimize any damage, consequences and/or injury during incidents.

#### 1.14. Consumables

Individual Product components which, in accordance with the product manual, must be replaced following their Deployment and/or upon expiration of the expiry date.

#### 1.15. Defibrion Basic

Agreement between Defibrion and Customer regarding the annual support of Own Products by Defibrion, including automatic dispatch and invoicing of Consumables following their Deployment and/or upon expiration of the expiry date.

#### 1.16. Defibrion Premium

Agreement between Defibrion and Customer regarding the annual inspection and maintenance of the Customer's Own Products by Defibrion on the Customer's own site, including replacement of the Consumables following their Deployment and/or upon expiration of the expiry date.

### Article 2. Application, deviations, alterations, and hierarchy

2.1. All quotations and offers, of whatever name, by Defibrion to the Customer as well as all Agreements with the Customer shall be exclusively governed by these Terms & Conditions. The applicability of any of the Customer's terms and conditions is expressly excluded.

2.2. Defibrion shall be entitled to unilaterally alter the Terms & Conditions. Any alterations will be communicated to the Customer via any means deemed fit by Defibrion, such as stating or announcing the alteration to the Terms & Conditions on an invoice, along with information on how the altered Terms & Conditions can be taken note of. In the event that any essential terms are altered to the disadvantage of the Customer, with the exception of Price Adjustments, the Customer shall be entitled to terminate the Agreement with Defibrion without any penalty or compensation, provided the Customer gives Defibrion notice thereof within fifteen (15) calendar days following Defibrion's communication. Upon receipt of such notice, Defibrion shall have the possibility to apply to the relevant customer the old, pre-alteration situation, which shall mean that the right to terminate the Agreement ceases to exist. In the absence of a response within the aforementioned period, the Customer shall be deemed to have accepted the altered Terms & Conditions.

2.3. In the event of any contradiction between or any incoherence of the different terms and conditions, the following hierarchy shall apply (in order of decreasing priority): (a) the specific offer, (b) the Special Conditions, (c) the Terms & Conditions.

### Article 3. Quotation, order, and conclusion of Agreement

3.1. All quotations and offers by Defibrion, of whatever name, are without obligation, unless otherwise agreed in writing.

3.2. Offers can be accepted by the Customer either explicitly or tacitly.

3.3. Any order placed by the Customer shall not be binding on Defibrion until it is confirmed by Defibrion in writing. Defibrion expressly reserves the right to refuse an order from the Customer without giving reasons.

3.4. If the Agreement is concluded between

Defibrion and two or more Customers, each of these Customers shall be jointly and severally liable for the performance of the obligations under the Agreement.

### Article 4. Prices and payments

4.1. All Prices are expressed in Euros, plus VAT and any other taxes or levies. Prices do not include the cost of transport and dispatch. Unless expressly agreed otherwise in writing, transport and/or dispatch shall always be at the Customer's expense and risk.

4.2. Invoices will be sent to the Customer or to a paying third party designated by the Customer. If the paying third party is in default, this shall not release the Customer from his obligation to pay.

4.3. If payment is not made by direct debit, payment must be made within 15 days of the invoice date, unless some other term of payment has been expressly agreed in writing.

4.4. In the absence of payment within the aforementioned period, the Customer shall be in default by operation of law, without any prior notice of default being required. In any such situation, Defibrion shall be entitled to suspend the performance of the Agreement and the Customer shall also be liable to pay contractual interest at a rate of one (1) % per month on the outstanding amount, without prejudice to Defibrion's right to claim compensation for any loss caused by the default, including judicial and extrajudicial collection costs.

4.5. Payments made by the Customer shall first be applied to reduce any due and payable interest, compensation and collection costs, and only then to reduce any outstanding invoices, with the oldest outstanding invoices being settled first.

4.6. In the event that Defibrion has reason to question the Customer's liquidity or solvency, e.g., in the event of non-payment or late payment of any invoice, Defibrion reserves the right to demand payment in advance or security. In the event that the Customer fails to make the payment in advance or provide the security demanded within a period of eight (8) days following Defibrion's demand, Defibrion shall be entitled to suspend the delivery of the Product to the Customer.

4.7. Except with the prior written consent of Defibrion, the Customer cannot invoke any set-off against any counterclaim.

Conversely, Defibrion shall be entitled to make any set-off against any counterclaim.

4.8. Defibrion reserves the right to unilaterally adjust the Prices. Any increase in prices charged by any of Defibrion's suppliers as well as any increase in wages and social security charges may be passed on to the Customer. Defibrion will inform the Customer of any price adjustment in an appropriate manner, for example, in writing or by posting it on its website. A list of the current Prices will also be available on request at any time. Any increase in Prices due to wage indexation or any adjustment of Prices because of adjusted prices charged by any of Defibrion's suppliers or subcontractors shall not entitle the Customer to terminate the Agreement, unless the price adjustment concerned can be considered unreasonable.

## **Article 5. Execution**

5.1. Defibrion will deliver Products and execute works to the best of its knowledge and ability in accordance with the generally accepted standards of good workmanship, and will use all appropriate resources to do so. Unless expressly agreed otherwise in writing, Defibrion's obligations are to be regarded as best-efforts obligations.

5.2. Defibrion will execute the Agreement according to a self-prepared time schedule. Unless otherwise agreed in writing, the periods within which Defibrion is to comply with its obligations, including the delivery, assembly, installation or repair periods, shall at all times be indicative only and, therefore, not binding. If Defibrion requires information from the Customer in order to execute the Agreement, a period will not commence until the Customer has communicated such information to Defibrion.

5.3. Partial deliveries or partial executions by Defibrion shall be permitted without this entitling the Customer to suspend or refuse payment for the Products delivered or made available or for the works or Maintenance carried out. Defibrion reserves the right to have certain works carried out by Third Parties.

5.4. The Customer is required to provide Defibrion all cooperation that may be necessary for the performance of the Agreement, including but not limited to the timely provision of any necessary information and any (updated) contact details and the grant of access to the Customer's sites where Defibrion is to carry out deliveries, interventions, installations or other works. The Customer shall be responsible for obtaining and maintaining, at his own expense, any necessary registrations, permits or authorizations required for the performance of any of his obligations within the scope of the Agreement.

5.5. To make a maintenance appointment, Defibrion will make three (3) attempts to schedule an appointment. After three failed attempts, the initiative shall be with the Customer to make a timely appointment.

5.6. If the Customer wishes to cancel an installation or maintenance appointment, this must be done in writing at least 24 hours in advance. The cancellation shall be valid only when confirmed by Defibrion in writing.

5.5. In the event that the Customer fails to fulfil any of the above obligations, Defibrion shall be entitled to suspend the performance of the Agreement. In any such event, Defibrion shall also be entitled to charge the Customer with a fixed amount of one hundred euros (€ 100) per event for any unnecessary additional costs arising from the delay.

## **Article 6. Warranty**

6.1. The warranty on any delivered Products and on the Maintenance and the installation of any Products is limited to the warranty and warranty period granted by the manufacturer of the relevant Products. This is a warranty in the broadest sense, and the warranty includes all of the Customer's rights vis-à-vis Defibrion, of whatever name, which shall include, as a minimum, warranty, liability, product liability and non-conformity. Warranties are for the benefit of the Customer only and expire upon resale of the Products by the Customer to any third party.

6.2. The Customer is obliged to store and use the Products only for their intended purpose and in accordance with the instructions, including instructions in manuals, given by the manufacturer and Defibrion. In doing so, the Customer is also required to comply with the safety and other requirements of any applicable laws and regulations, including but not limited to any applicable laws and regulations regarding automated external defibrillators. If this requirement is not met, the Customer cannot claim any rights arising from the warranty. No warranty can be granted either in case of normal wear and tear, abusive use, negligence, lack of maintenance or servicing by others than Defibrion or any Defibrion-designated Third Party.

## **Article 7. Suspension and termination of the Agreement**

7.1. In the event of the Customer failing to comply with any of his obligations as provided for in Articles 4 and 5, or in the event of force majeure as provided for in Article 9, Defibrion shall be entitled to immediately suspend the performance of its obligations without prior notice of default.

In the event that the Customer fails to fulfil any other obligation, Defibrion shall be entitled to suspend the performance of its obligations if the Customer fails to remedy the defect within a period of fifteen (15) calendar days following the dispatch of a notice of default.

7.2. In the event of non-fulfillment by the Customer of his obligations as set out in Articles 4 and 5, Defibrion will also be entitled to unilaterally terminate the Agreement with immediate effect, and without prior judicial intervention, by sending the Customer a written notice to such effect. In all other cases, the Agreement can be terminated unilaterally by either Party by giving written notice to the other Party without judicial intervention if the other Party commits a serious breach of any of its contractual obligations or, insofar as repair or performance is still possible, the breach is not remedied within a period of thirty (30) days following written notice.

7.3. The Agreement can be terminated by either Party without prior notice, without judicial intervention and with immediate effect if the other Party ceases its activities, becomes insolvent, is adjudicated bankrupt, is dissolved or undergoes similar proceedings.

7.4. In the event of early termination of the Agreement, the Customer shall be obliged to pay to Defibrion all sums still due for the remainder of any current contract period, including any discounts wrongfully enjoyed by the Customer. In the event that the Agreement is terminated by Defibrion, the Customer shall also be obliged to compensate Defibrion for any loss suffered as a result of the termination, which compensation is set at a minimum of 30% of the Price stated in the Agreement, including the applicable rate of VAT, plus all costs incurred and to be incurred, without prejudice to Defibrion's right to claim the loss actually suffered.

## **Article 8. Liability**

8.1. Defibrion's liability to the Customer shall be limited to the warranty as regulated in Article 6 of these Terms & Conditions, subject to what is stipulated in this article below.

8.2. Without prejudice to any statutory provisions of mandatory law or public order, particularly without prejudice to the mandatory provisions in respect of product liability pursuant to Section 6:185 and following of the Dutch Civil Code, Defibrion shall never be obliged to pay any compensation for any loss incurred by the Customer except and insofar as such loss is caused by intent or gross negligence on the part of Defibrion or any of its employees. Defibrion shall under no circumstances

be liable for any indirect or immaterial loss or damage, including but not limited to trading, consequential or business interruption loss, loss of profits or income, loss of customers, damage to reputation and/or goodwill. Also, Defibrion shall never be liable for any loss or damage of any kind whatsoever caused by the fact that the Customer provides inaccurate or incomplete information, does not or not properly fulfil any of his obligations, installs the delivered Products himself, has used or stored the Products for any purpose other than the intended purpose, in an incorrect manner or contrary to the supplied operating and safety instructions or other instructions, or has maintained, or caused to maintain, Products by any party other than Defibrion or a Defibrion-designated Third Party. The Customer shall indemnify Defibrion against any claims by Third Parties that may incur any Agreement-related loss or damage being attributable to the Customer in the aforementioned manner.

8.3. Except in cases of fraud, intent or gross negligence on its own part or on the part of any of its employees, Defibrion's liability shall at all times be limited to the amount covered by the liability insurance taken out by Defibrion. In the event that Defibrion's liability insurer fails to pay out for any reason, Defibrion's liability shall be limited to the lesser of (a) the amount relating to the Agreement within whose scope a loss event arose as included in an offer between the parties (the contractual interest) and (b) the aggregate amount paid by the Customer in respect of the Agreement within whose scope a loss event arose, in the six (6) months preceding the cause of the loss or damage. If Defibrion cannot invoke any of the above limitations, its liability shall in any case be limited to the maximum amount of €10,000.

8.4. In the event that the Customer suffers any loss or damage, the Customer shall be obliged –on pain of forfeiture of any claim for compensation– to inform Defibrion of the loss or damage and of all information relevant to assessing the loss or damage and its cause without delay, but no later than fourteen (14) days after the Customer becomes aware, or could reasonably have become aware, of the loss or damage. Any right of the Customer to damages shall also be extinguished if the Customer did not undertake any action necessary to mitigate his loss or damage or prevent any further loss or damage. Any claim against Defibrion for damages shall also be extinguished if the claim for damages is not instituted at law within twelve (12) months of the notification of the loss or damage as referred to above, unless Defibrion explicitly acknowledged its liability.

## **Article 9. Force majeure**

9.1. Defibrion shall never be liable for any delay or failure in the performance of the Agreement in the event of force majeure. Force majeure shall mean any circumstance which is beyond Defibrion's control, or which Defibrion cannot reasonably be expected to control, and which renders the performance of the Agreement impossible in whole or in part, either temporarily or indefinitely, including but not limited to: embargoes, explosions, strikes or labor disputes (including those involving its own staff), business interruptions, floods, persistent frost, fire or thunderstorms, invocation of force majeure by any of Defibrion's suppliers or contractors or any other unforeseen event beyond Defibrion's control. Defibrion shall also be entitled to invoke force majeure if the force majeure event occurs after its deliverables should already have been delivered.

9.2. Should a force majeure event arise, Defibrion will make every effort to minimize its duration. Where a force majeure event on the part of Defibrion lasts longer than ninety (90) working days, the Customer will be entitled to terminate the Agreement without Defibrion being required to pay any compensation to the Customer. In the event of such termination, Defibrion shall remain entitled to claim payment for any goods or services delivered before the force majeure event occurred.

## **Article 10. Privacy**

10.1. Defibrion does not collect any personal data unless such data are provided by the Customer voluntarily. By completing any document, the Customer authorizes Defibrion to store his/her personal data for internal use. The information provided by the Customer is necessary for processing and completing orders and preparing invoices.

## **Article 11. Intellectual property rights and confidentiality**

11.1. Defibrion expressly reserves all intellectual property rights with regard to any of the prepared quotations, drawings and other documents relating to the Agreement in the broadest sense. Any such documents may not be reproduced or entrusted to any other Third Party without the prior written consent of Defibrion.

11.2. The Customer is obliged to keep secret all of Defibrion's business and competition-sensitive information which may be regarded as confidential by its very nature or according to a communication from Defibrion, and which it has become aware of in the context of the performance of the Agreement.

The Customer is obliged to impose this obligation of confidentiality on all persons working for the Customer and see to and ensure compliance with this obligation. Confidential information as referred to herein may be used only for the purpose for which it was provided to the Customer. Providing this information to any third party shall be allowed only with the prior written consent of Defibrion. For each violation of any of these obligations, the Customer shall forfeit to Defibrion an immediately due and payable penalty of €10,000, without notice of default and without judicial intervention being required, and without prejudice to Defibrion's right to claim the loss actually incurred.

## **Article 12. Miscellaneous**

12.1. Defibrion may transfer or sub-contract all or part of its rights and/or obligations under the Agreement to any Third Party engaged by it for such purpose, and the provisions of these Terms & Conditions and Special Conditions shall then continue to apply to the Customer. The Customer shall render his cooperation therein in advance as referred to in Section 6:159 of the Dutch Civil Code or, alternatively, the Customer hereby authorizes Defibrion irrevocably to render such cooperation on behalf of the Customer.

12.2. The Agreement may not be assigned by the Customer except with the prior written consent of Defibrion.

12.3. Unless otherwise provided, any communication in connection with an Agreement must be in writing and addressed to the other party's address as stated in the offer. Unless these Terms & Conditions explicitly state that a registered letter is required, communication by email will be possible insofar as the sender can produce an effective reading confirmation of such email message or any other confirmation of receipt by the other party.

12.4. The nullity, voidability or invalidity of one clause of the Terms & Conditions or part thereof does not in any way entail the nullity, voidability or invalidity of the remaining clauses of the Terms & Conditions or the other parts thereof.

12.5. The Agreement constitutes the entire Agreement between the Parties relating to the Products and supersedes all prior written or oral proposals and Agreement with respect thereto.

12.6. In the event of any ambiguity in this English translation, the original text of the Dutch-language General Conditions of Sale ("Algemene Verkoopvoorwaarden") shall always prevail.

## **Article 13. Applicable law, and disputes**

13.1. The Agreement is governed by Dutch law. The provisions of the Vienna Sales Convention or any other international regulations concerning the sale of movable properties are not applicable.

13.2. All disputes between the Parties concerning the Agreements will be subject to the exclusive jurisdiction of the Northern Netherlands District Court, Groningen location.

## **SPECIAL CONDITIONS**

### **Article A – Sales**

A 1. These provisions shall apply in addition to the Terms & Conditions in the event that Defibrion sells to the Customer Products as specified in an offer made by Defibrion.

A 2. The Customer is required to take delivery of the Products at the time that Defibrion delivers them, or has them delivered, to the Customer. In the event that the Customer fails to provide information or instructions necessary for the delivery of Products and/or refuses the delivery, Defibrion shall be entitled to store the Products at the Customer's expense and risk, notwithstanding the retention of title stipulated below. In case of damage after delivery of a Product, the unpaid part of the sales price shall be immediately due and payable.

A 3. Defibrion shall retain the title to the Products until the moment of full settlement of all that the Customer may owe Defibrion under the Agreement or any previous or subsequent agreements, including any interest, damages and costs. For as long as the Customer is not yet the owner of the Products, the Special Conditions for the Rental of Products (B) shall apply. Until the Customer has fulfilled his obligations, the Products cannot and shall not be pledged or sold, and Defibrion shall at all times be entitled to reclaim the Products it owns. In the event that Products are seized, the Customer is required to notify Defibrion thereof.

A 4. Immediately following delivery of Products, the Customer shall be required to inspect them for soundness. Any complaint relating to a defect which could reasonably have been discovered during the aforementioned inspection must, on pain of forfeiture, be reported to Defibrion by registered letter, duly substantiated, within a term of eight (8) days following delivery. Upon expiry of this term, the Customer shall be deemed to have accepted the Products.

A 5. In the event of any defect that could not reasonably have been discovered during the aforementioned post-delivery inspection, the Customer must, on pain of forfeiting any claim, report any complaint to Defibrion by registered letter, stating the reason for the complaint, within a term of eight (8) days after the defect is discovered or should reasonably have been discovered but no later than within one (1) year following the delivery.

A 6. In the event that any Products delivered by Defibrion are defective, the Customer may only claim, at the discretion of Defibrion, either repair or replacement of the Products delivered,

without being entitled to any form of compensation. The timely submission of a complaint by the Customer does not suspend performance of his obligation to pay. Defibrion is not liable for the Customer's choice of Products nor for his analysis of the technical features of Products. If, in retrospect, the Customer chooses for a wrong Product, this cannot be considered a defect.

### **Article B – Installation works**

B 1. These provisions shall apply in addition to the Terms & Conditions if Defibrion will carry out installation works, in the broadest sense, for the Customer in accordance with the offer.

B 2. Defibrion shall be required to carry out the installation works properly, in accordance with any plans and specifications provided to Defibrion, and in compliance with any applicable technical requirements and statutory provisions. Additional work will only be carried out if this has been agreed in writing.

B 3. In addition to the price under the Agreement, the Customer shall be obliged to pay Defibrion the costs of any employee of Defibrion or the Defibrion-designated Third Party if more than 15 minutes of work is performed per installed component. The time spent will be rounded up to the nearest fifteen minutes. The costs will be charged according to the then prevailing rates. The rates to be charged in such a case will be provided by Defibrion to the Customer on request.

B 4. The works will be carried out at a time determined in mutual consultation with the Customer and within an agreed period of time. Unless expressly agreed otherwise, the works will be carried out during normal working hours. In the event that the Customer requests installation outside normal working hours, it shall owe an extra charge as used by Defibrion.

B 5. The period within which the works will be carried out is purely indicative. If the period is exceeded by Defibrion, this will not entitle the Customer to terminate the Agreement or claim any compensation.

B 6. In addition to the obligation to cooperate, the Customer is obliged to make and keep the places where the work is carried out accessible and suitable for carrying out the work in accordance with the requirements set by Defibrion and the requirements set by statutory provisions, including providing such places with the necessary connections and/or resources and, where necessary, carrying out any prior work in a timely, proper and professional manner.

B 7. If the option "Outdoor Heated Automated External Defibrillator Cabinet Installation" is used (Automated External Defibrillator hereinafter referred to as "AED"), the Customer must ensure that the Product can be connected to the Customer's electricity supply at the desired installation location without any problems and without any further work on the part of Defibrion.

B 8. Defibrion shall not be liable for any loss caused by each delay caused by the Customer's failure to timely or properly fulfill any of the aforementioned obligations. Conversely, the Customer shall be liable to Defibrion for any loss suffered and costs incurred by Defibrion as a result of the Customer's failure to fulfill any of the aforesaid obligations, including any related loss and costs charged to Defibrion by third parties.

B 9. The works shall be considered completed and accepted either by the Customer signing the confirmation of the installation or, in the event that no confirmation of the installation is signed, upon expiry of a period of eight (8) working days following the end of the works without the Customer having notified Defibrion in writing, stating reasons, of his refusal of the installation or of any complaint relating to the works carried out. In any such case, the parties shall make all reasonable efforts to resolve the reported and accepted problems and repeat the completion and acceptance procedure as soon as possible.

## Article C – Maintenance

C 1. These provisions shall apply in addition to the Terms & Conditions if, in accordance with the offer, Defibrion will carry out the Maintenance for the Customer as defined in the Terms & Conditions.

C 2. Unless otherwise agreed in writing, the Maintenance shall be performed on an annual basis, according to a time schedule prepared by Defibrion, by a trained employee of Defibrion or qualified Third Party designated by Defibrion to such end. The Maintenance shall be carried out in accordance with the applicable NEN standards or, if no NEN standards are available, based on Defibrion's own expertise. In the event that the Customer has the Maintenance carried out by a Third Party not designated by Defibrion, Defibrion reserves the right to unilaterally terminate the maintenance agreement with immediate effect and without judicial intervention.

C 3. The Customer shall pay an annual Price for Maintenance as set out in the quotation. Unless otherwise agreed in writing,

the Price must be paid in advance. Defibrion reserves the right to make changes to the Maintenance rates once a year, on the expiry date of the Agreement, by means of indexation on the basis of the consumer price index as published by Statistics Netherlands (CBS). Defibrion will inform the Customer of any Price adjustment in the manner set out in Article 4 of the Terms & Conditions. Any such price adjustment does not entitle the Customer to terminate the Agreement.

C 4. The Customer shall also be obliged to pay Defibrion the costs of any employee of Defibrion or the Defibrion-designated Third Party if more than 15 minutes of work is performed per component, and also if Maintenance is carried out more frequently than provided for in the Agreement. The time spent will be rounded up to the nearest fifteen minutes. The costs will be charged according to the then prevailing rates. Defibrion shall publish the applicable rates in an appropriate manner, for instance by publishing them on its website, and shall also provide the Customer with such rates on request.

C 5. Where Maintenance has been agreed on, the Maintenance Agreement is entered into for a period of 5 years, unless otherwise agreed in writing. After this period, the Maintenance Contract will be extended for an indefinite period of time and may be terminated by either party by registered letter, subject to twelve (12) months' notice.

C 6. In the case of Defibrion Basic, Defibrion will assess the situation to determine whether it is necessary to have a maintenance employee perform Maintenance at the Customer's site.

## Article D – Services relating to Own Products

D 1. If an Agreement has been concluded between the Customer and Defibrion for the provision of services in respect of a product not supplied by Defibrion (an Own Product), the Terms & Conditions as well as the Special Conditions governing the relevant service shall be applicable thereto.

D 2. Deficare Maintenance Plus includes:

Maintenance Basic:

- Installation of AED
- Annual reminder of inspection and maintenance
- Accessible helpdesk for Customers
- Automatic sending of electrodes and/or batteries when the expiry date is reached
- Within 24 hours following a fault reporting or deployment, an appointment with a technician where necessary.
- Within 24 hours, an appointment for reading the AED where necessary.

Maintenance Premium:

- Installation of AED
- Replacement of Own Products in the event of a defect, subject to the conditions set out in Article 6;
- On-site Maintenance of Own Products;
- Accessible helpdesk for Customers
- Replacement of Consumables;
- Options that may be added: Pediatric electrodes and/or Training
- Within 24 hours following a fault reporting or deployment, an appointment with a technician where necessary.
- Within 24 hours, an appointment for reading the AED

D 4. Unless otherwise agreed in writing, the Agreement is entered into for an initial term of five years. Unless either Party notifies the other Party in writing twelve (12) months prior to the expiration of this term that it does not wish to renew the Agreement, the Agreement shall be renewed for an indefinite period of time and may be terminated by either Party in the interim by registered letter, subject to twelve (12) months' notice.

D 5. In the event of any additional visits made by Defibrion to the Customer, or in the event of any additional hours worked by Defibrion, the corresponding costs will be charged at the then prevailing hourly rate.

## SPECIAL MAINTENANCE CONDITIONS PER PRODUCT

### **AED**

During the five-year contract period Defibrion will, in the case of Defibrion Premium, make three visits free of charge to replace batteries and/or electrodes of the AED and read the AED if there was any Deployment. If Defibrion needs to make more visits after these three visits during the five-year period, Defibrion shall be entitled to charge a fee for such additional visits.

With Defibrion Basic, the customer automatically agrees to the sending of batteries and/or electrodes following deployment or upon expiration of the expiry date. These products will be invoiced automatically.

### **Defective Own AED**

In the event of a defect in an Own AED falling within the warranty period provided by the supplier, the Customer will be entitled to a replacement AED from Defibrion's range during the repair period, with a maximum of three (3) months. The Customer shall be responsible for submitting the request for repair to the supplier, sending the AED to the supplier and returning the loaner device to Defibrion, including any associated costs. If the Customer holds the replacement AED for more than three months, the AED will automatically be charged.

### **Liability buy-out in case of fire, theft or damage to materials**

If the Customer who has concluded an agreement with Defibrion in respect of an AED exercises the option "Liability buy-out in case of fire, theft or damage to materials", the Customer will not be liable to Defibrion for loss of or damage to the AED. This exclusion of liability on the part of the Customer shall not apply if the loss of or damage to the AED is due to intent or gross negligence on the part of the Customer or any of his employees or auxiliary persons. If the loss of or damage to the AED is the result of theft or vandalism, the Customer's liability is excluded only if the Customer provides Defibrion with a police report showing that the Customer reported the theft or vandalism. Furthermore, this exclusion of liability shall be limited to a maximum of two cases for a five-year contract period, disregarding any invocation by the Customer of exclusion of liability for any minor loss resulting from loss of or damage to the AED.

### **AED Cabinet**

If the AED is kept in a cabinet and this cabinet has a battery-powered acoustic alarm, the Client himself is responsible for timely battery replacement.