THESE GENERAL PURCHASE CONDITIONS WERE CONCLUDED BY THE ASSOCIATION OF UNIVERSITY MEDICAL CENTRES, AS UNITED IN UMCNL (UMCNL)

Name: Amsterdam UMC
Translation of General Purchase Conditions version June 2026 2.0

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Article 1. Definitions

The terms of these Purchase Conditions denoted by capitalised initial letters are defined according to the definitions provided in this Article and in the Purchase Conditions.

A. UMC: Amsterdam UMC, and its Affiliated Legal Entities: The legal entity under private law, **University Medical Center** trading under the name: **UMC** and registered with the Chamber of Commerce under Ch. of Comm. no. 64156338.

B. Supplier: The party contracted to UMC.

C. Parties: UMC and the Supplier.

D. Affiliated Legal Entity: legal entity in which UMC has a controlling interest or substantial interest (at least 5% of the shares).

E. Deliverable: The goods which have already been and have as yet to be supplied, and user rights and other property rights which have already been and have as yet to be transferred to UMC by the Supplier, and the services to be provided to UMC and work to be performed on behalf of UMC by the Supplier, as well as any tangible works created or delivered.

F. Quotation: A written or verbal offer on the part of the Supplier to deliver a certain Deliverable to UMC at a certain price.

G. Order: The written contract issued by UMC to the Supplier for the delivery of a Deliverable.

H. Agreement: Every agreement which regulates the legal relationship between UMC and the Supplier with regard to the Supplier's delivery of a Deliverable to UMC, modified where necessary by means of a change or addition thereto, as well as all legal or other acts required in the conclusion or performance of that agreement.

I. Force Majeure: The inability to perform an agreement due to a non-attributable failure. Under no circumstance does Force Majeure (non-attributable failure) on the part of the Supplier include the following: personnel shortages, wildcat strikes, illnesses on the part of personnel, problems relating to automation, delayed delivery or unsuitability of materials or system software, non-performance of third parties engaged by the Supplier and/or liquidity or solvency problems on the Supplier's part.

J. Framework Agreement: An agreement between UMC and the Supplier intended to set out the conditions for the placing of Orders over a specified period, particularly in respect of price and, in specific cases, intended quantity.

K. Call-Off Contract: An agreement in which numbers set in advance at prices and under conditions set in advance are ordered (called off) by UMC from the Supplier as and when needed.

L. Medical Devices: In accordance with the definition provided in subsection 2(1) of EU regulation 2017- 745, the Medical Device Regulation (MDR).

M. Consignment on Approval or Trial Shipment: An Agreement whereby a Deliverable is provided by the Supplier to UMC free of charge for a period agreed to in writing in advance, whereby the ownership of and risk in relation to the Deliverable in question remain entirely with the Supplier, and the Supplier retrieves the Deliverable at the end of the period agreed.

N. Consignment: An Agreement whereby a Deliverable is given by the Supplier to UMC on consignment free of charge for a period agreed to in writing, and the ownership of and risk in relation to the Deliverable in question is only transferred to UMC once UMC begins to operate or use the Deliverable in question.

O. Purchase Conditions: These general purchase conditions of UMC.

P. Recall: The recalling or removal (or provision of further instructions or further 'Field Safety Notice' or 'Safety Warning' information) of articles and/or Medical Devices by the Supplier from UMC on the basis of a notification, due to any defect that the Supplier has become aware of in relation to quality, safety and/or use of a product, resulting in this product not having the safety and/or use potential which might reasonably be expected in the performance of a medical treatment contract.

Article 2. Applicability

2.1 The Purchase Conditions apply to and comprise part of all Orders and Agreements in respect of the Deliverable and its component parts.

2.2 The applicability of any general or specific conditions or stipulations of any kind on the part of the Supplier is specifically rejected.

2.3 Should any provision of the Purchase Conditions be judged inapplicable or invalid in a court of law, such judgment will apply only to the provision in question, but the remainder of the Purchase Conditions will remain fully in effect. The Parties will enter into consultation with a view to replacing the inapplicable or invalid provision with a new provision, whereby the purpose and purport of the original provision will be adhered to as closely as possible.

2.4 In case of inconsistency between a provision of the Purchase Conditions and a provision of the Agreement, the provision of the Agreement will take precedence over the provision of the Purchase Conditions.

2.5 Amendments and additions to the Purchase Conditions are only valid where agreed between the Parties in writing. The amendment and/or addition applies only to the Agreement in question.

2.6 Electronic data traffic and faxes are considered equivalent to hard copy documents under the terms of the Purchase Conditions. Electronic data traffic is defined as the data interchange that takes place via email, internet, EDI and forms of data transmission comparable thereto. Invoices should preferably be submitted in an EDI-based format.

2.7 UMC cooperates with other University Medical Centers within UMCNL in the context of joint procurement and may, in that connection, use relevant procurement-related information for benchmarking purposes.

2.8 The Supplier acknowledges – and, where necessary, hereby grants prior consent – that products within UMC may also be used by third parties, insofar as such third parties provide services within the UMC. In such cases, these Purchase Conditions will also apply in full.

Article 3. Quotations and Orders

3.1 Requests for Quotation are invitations to submit Quotations, to which UMC is in no way bound. Such Quotations are provided to UMC free of charge. Quotations are irrevocable and remain valid for a period of sixty (60) calendar days from the date of the Quotation in question.

3.2 Where it is possible to demonstrate that the Supplier has not commenced with the performance of the Agreement, UMC is entitled to cancel the Agreement at any time. In such case, UMC will reimburse the Supplier for any costs incurred by the Supplier, where such costs are reasonable.

3.3 Where the Supplier commences with its activities/delivery without having received an Order, it does so at its own risk and expense.

3.4 In the case of Call-Off Contracts, the Agreement is always concluded once the Order has been submitted and/or assigned by UMC within the context of the Call- Off Contract.

3.5 The Supplier is assumed to have informed itself sufficiently with regard to UMC's objectives in respect of the Agreement, UMC's organisation, the circumstances, environment and, where applicable, processes in which the Deliverable is to be used, and the data flows which are to be processed in relation thereto.

3.6 The Supplier is in any case considered to have accepted these General Purchase Conditions from the moment that delivery of the Deliverable has commenced.

3.7 In the event that a Quotation relates to a Deliverable concerning a connected device or a related service within the meaning of Regulation (EU) 2023/2854 of the European Parliament and of the Council (the "Data Act"), the Supplier will, together with the Quotation, provide at least the information which it is required to provide pursuant to Article 3 of the Data Act, so that, upon the issuance of an Order or the conclusion of an Agreement, the requirements of Article 3 of the Data Act have been satisfied.

3.8 In the event that the Quotation relates to a Deliverable consisting of or relating to a data processing service within the meaning of the Data Act, the most recent version of the 'Standard Contractual Clauses' made available by the European Commission in the 'Draft Recommendation on non-binding model contractual terms on access to and use of data and non-binding standard contractual clauses for cloud computing contracts' of 19 November 2025 (the 'Data Act Draft Recommendation') will apply in full and will be attached to the Agreement.

3.9 If a data processing service forms part of the Deliverable, the Supplier will provide all information required by law and will comply with all obligations under the Data Act, in particular those set out in Chapter 6.

Article 4. Changes

4.1 UMC is entitled to demand contract variations. Contract additions and omissions may only be undertaken when UMC has issued written instructions to this effect. In case of contract omission (reduction), the price of the Deliverable will be reduced proportionately.

4.2 Should, in the Supplier's opinion, contract additions be required, and this, in the Supplier's opinion, has consequences for the price and/or delivery time agreed, the Supplier is obliged to inform UMC hereof as quickly as possible, and in any case within 8 (eight) days of having provided notification of a desired change and prior to the implementation of any such change. Under no circumstances may activities which the Supplier could have foreseen be charged as contract additions.
Should, in the opinion of UMC, these consequences for the price and/or delivery time be unreasonable in terms of the character and extent of the change, UMC is entitled to terminate the Agreement with immediate effect and/or for breach by providing written notice thereof to the Supplier unless, under the circumstances, this is deemed contrary to reasonableness and fairness. Termination (with immediate effect and/or for breach) on the basis of this paragraph does not entitle the Supplier to any compensation of any kind whatsoever.

4.3 The Supplier may only introduce or implement changes to the extent, composition and/or capacity of the Deliverable, accessories and relevant packaging that is to be delivered following UMC's written approval.
UMC accepts no liability and/or risk in relation to the Deliverable's technical, constructive and/or functional soundness on issuing an approval.

4.4 In case of errors or deficiencies in, or contradictions between, parts of the Order and/or the Agreement, the Supplier must consult UMC prior to commencing with the performance thereof, so that the Order may be changed if necessary.

4.5 In addition, where changes to the Agreement are concerned, the Supplier will apply the same unit prices and mark-ups as are already stated in the Agreement, unless the Parties are to agree or have agreed lower unit prices and mark-ups for contract additions and omissions.

Article 5. Prices

5.1 The agreed prices are fixed for the duration of the Agreement and are therefore not subject to revision.

5.2 The agreed prices are in euros, are exclusive of VAT (unless expressly stated otherwise), are based on "delivery duty paid" delivery terms (D.D.P. Incoterms 2020), and include all costs in relation to the performance of the Supplier's obligations under the Agreement. The Supplier is obliged to state the applicable VAT percentage. The prices include a specification of travel and accommodation costs, any applicable hourly rates and the number of hours required per separate component.

5.3 By way of derogation from Article 5.2, reasonable costs for urgent deliveries will be borne by UMC, unless the urgency is attributable to the Supplier.

Article 6. Delivery

6.1 The most recent version of the "Incoterms" issued by the International Chamber of Commerce effective at the time of the Agreement's conclusion applies to the interpretation of delivery conditions.

6.2 Delivery is to take place D.D.P. at the place of delivery agreed.

6.3 The time and term of delivery, and the deadline by which the Deliverable has to be delivered are to be strictly observed. In case of failure to deliver in a timely manner, the Supplier is deemed to be in default, without further notice of default having been provided. Notwithstanding such default, the Supplier will, either on its own initiative or upon request, immediately submit a proposal for interim measures. Should the Supplier foresee that it is not possible to realise the delivery in a timely manner in accordance with that agreed, or if the delivery period has effectively not been met, the Supplier must inform UMC's purchasing department thereof immediately in writing, stating the circumstances which have led to this situation. The Supplier is only entitled to deliver an alternative Deliverable or to deliver at a later delivery time once UMC has consented to this in writing.

6.4 Packing lists are required with all goods deliveries; these must be attached to the exterior of the transport packaging in a clearly visible manner. The packing list must include UMC's order number(s), as well as the article number(s), quantity/quantities, article description(s), and lot number(s).

6.5 Though the Supplier may combine deliveries of different goods in a single consignment, each order must be packaged separately (per order number), and each order number within each inner package provided with its own packing list. Each of the separate packages must comply with the provisions of paragraph 7.1 of the Purchase Conditions. Should the Supplier combine several Orders in one (1) consignment, the order numbers in question must be clearly verifiable on the exterior of the transport packaging, and the Supplier must also affix an additional packing list to each order number.

6.6 Should export regulations and/or licences apply to the Deliverable delivered by the Supplier (including, but not limited to those of the EU or the United States), the Supplier must inform UMC in writing and methodically which regulations and/or licences these are, and also keep UMC informed of changes, in order that UMC may maintain an up-to-date overview.

6.7 Delivery may be made only via UMC's goods receiving department, unless agreed otherwise between UMC and the Supplier. Deliveries are to be made within UMC's goods receiving department's normal opening hours.

6.8 On delivery of Deliverables, UMC signs only for receipt of the number of items received and is the only party authorised to do so. Approval is expressly excluded from such signature for receipt.

6.9 Deliveries of goods in bulk quantities must be made using Europallets and, where required by UMC, on a fixed day in the week.

6.10 The delivery of a Deliverable also includes the provision of all corresponding resources as referred to in section 9 of the Purchase Conditions, as well as the provision of all corresponding documentation in the Dutch language (including that relating to maintenance, operation, safety and sterilisation), drawings, and quality and warranty certificates. Technical documentation may be provided in English. Day-to-day use manuals for the users of the Deliverable must be provided in Dutch. Day-to-day use manuals may however also be provided in English with UMC's prior written consent, and where the intended users have a sufficient command of English.

6.11 The delivery of the Deliverable to UMC does not preclude the possibility of UMC subsequently asserting that the Supplier has failed to comply with its obligations.

6.12 Should UMC request that the Supplier postpone the delivery of certain goods, the Supplier will store, secure and adequately insure the Deliverable, properly packaged and clearly marked as being intended for delivery to UMC. Any reasonable costs in relation thereto may be calculated following prior consultation with UMC.

Article 7. Packaging and shipment

7.1 Goods must be properly packaged and marked in accordance with statutory provisions and orders as well as any additional provisions on the part of UMC, such that they reach their destination in good condition.
The delivery and packaging of sterile Medical Devices is further required to comply with the VDSMH (Association of Experts in Sterile Medical Devices in Dutch Hospitals) guidelines, "Eisen aan de levering van steriele medische hulpmiddelen voor eenmalig gebruik" ("Requirements for the delivery of sterile medical devices for one-off use"). The shipment packaging must include at least the following information: A description of the article, lot number, supplier's article code, CE marking and notified body, expiry date, measurements/size (where applicable) and barcode. The articles at the various levels of packaging each have a barcode in GS1 format. The barcode at all levels from the lowest to the highest, the basic packaging includes the following information at least: GTIN code, expiry date, and lot number and/or serial number.

7.2 The Supplier is liable for damage caused by unsuitable packaging. The Supplier takes responsibility for accepting the return of or collecting the damaged goods and ensuring that the Deliverable is delivered once again (in undamaged form) within 2 working days, without additional cost to UMC. In cases adjudged by UMC to be urgent, the Supplier is obliged to re-deliver the Deliverable within a shorter term set by UMC, without additional costs to UMC being involved.

7.3 The content of the packaging must be clear and verifiable from its exterior. Should it be necessary to store the contents of the packaging in refrigerated or sterile storage, or in another special form of storage, this must be stated clearly and legibly on the packaging.

7.4 All packaging (excluding loan packaging) becomes the property of UMC on delivery, unless UMC waives its entitlement to this. In the latter case, Article 7.5 of the Purchase Conditions will apply in full. The Supplier must indicate in the packing list pertaining to the delivery of the goods whether the Deliverable has been packaged in loan packaging. Moreover, the Supplier must mark the loan packaging in such a manner that it is clear that it is loan packaging. Where loan packaging with a deposit is concerned, the Supplier must state and specify this on the invoice.

7.5 Loan packaging return shipments are made at the Supplier's risk and expense, and to a destination specified by the Supplier.

Return shipments of loan packaging are to be made within 14 days after UMC has notified the Supplier of the return shipment in writing.

7.6 Where packaging materials are processed or destroyed by the Supplier at UMC's request, this is done at the Supplier's risk and expense.

7.7 The Supplier complies, at minimum, with the latest version of the Packaging Management Decree and the Essential Requirements pertaining thereto. Should UMC so request, the Supplier will demonstrate that the delivered packaging meets these requirements.

Article 8. Ownership and risk of goods

8.1 The ownership of the Deliverable and its and components are transferred to UMC on delivery. Should the Parties agree that the Deliverable first requires UMC's approval, the risk will not be transferred before UMC has given its approval. Deliverables which are delivered on the basis of Consignment on Approval and Trial Shipment, Rental, Loan for Use or Consignment constitute exceptions.

8.2 In departure from the provisions of paragraph 8.1, in the circumstances referred to in paragraph 6.12, UMC will acquire ownership of goods at the moment such goods are stored on UMC's behalf.

8.3 If, in departure from the provisions of Article 10 of the Purchase Conditions, full or partial advance payment has been agreed to, pursuant to the advance payment it has made and without a further act of delivery being required to that end, UMC will acquire the ownership of all materials, raw materials and semifinished products which the Supplier uses in the performance of the Agreement, or allocates for that purpose, to the value of the amount paid in advance. The Supplier is obliged to keep such materials, raw materials and/or semifinished products for UMC, free of encumbrances and duties, and to insure them adequately, as well as to store them in isolation and indemnify them against loss, damage and the exercising of third party rights on behalf of UMC.

8.4 Should UMC exchange or return a Deliverable with or without accessories, the risk of this Deliverable is transferred to the Supplier at the moment that the Deliverable enters the carrier's hands.

Article 9. Resources in relation to the delivery of the Deliverable

9.1 Materials, unused and unprocessed raw materials and auxiliary materials, equipment, drawings, models, instructions, specifications, software and other resources provided by UMC or acquired or manufactured by the Supplier at UMC's expense remain the property of UMC or become the property of UMC from the moment of acquisition or manufacture.

9.2 The Supplier supplies UMC in advance with the Deliverable in which the raw materials and/or inactive ingredients and/or software provided by UMC or acquired or manufactured by the Supplier at UMC's expense are used or integrated. Advance delivery takes place at the moment of use or processing of the raw materials and inactive ingredients and software in the Deliverable.

9.3 The Supplier is obliged to mark the materials and resources referred to in paragraph 9.1 recognisably as being the property of UMC, to maintain their condition, and to insure them at its own risk and expense against all risks, for the period in which the Supplier acts as holder of the resources.

9.4 The Supplier is obliged to return the materials and resources referred to in paragraph 9.1 to UMC together with the last delivery (or partial delivery) relating to the resources at the latest.

9.5 Changes to or departures from the materials and resources referred to in paragraph 9.1, and the application of these materials and resources for, or in relation to, any purpose other than the delivery of the Deliverable to UMC, is only permitted following UMC's prior written approval. This approval is without prejudice to the Supplier's warranty obligations.

9.6 Where applicable, the Supplier remains responsible for the testing of the correctness of the resources and information provided to it, to the extent to which these are of importance to the delivery of its Deliverable.

Article 10. Invoicing and payment

10.1 Where UMC has placed an Order with the Supplier, once the delivery of the Deliverable referred to in the Order has taken place, the Supplier must submit an invoice for that Order (per order number), unless the Order specifies otherwise. In the latter case, that stated in the Order will apply. The order number must be clearly stated on the invoice. At the request of UMC, the Supplier must also state the cost centre, internal contact person and other relevant information on the invoice.

10.2 In addition, every delivery on the part of the Supplier must be invoiced, and every return shipment credited, separately. Debit and credit entries may not be set off against one another on the same invoice.

10.3 In case of full and correct performance of the Agreement, UMC will pay the relevant invoice amount within thirty days of the invoice date of an accurate invoice. Any statutory interest which UMC may be obliged to pay is the statutory interest referred to under subsection 119(3) of Book 6 of the Dutch Civil Code, insofar as the invoice is not disputed in whole or in part and has been submitted correctly to UMC in accordance with the Agreement.

10.4 Where advance payment has been agreed upon, immediately on UMC's request and at the Supplier's own expense, the Supplier must have an unconditional and irrevocable bank guarantee (including the amount owed in VAT) issued by a reputable financial institution acceptable to UMC which holds a licence from De Nederlandsche Bank N.V. or other permissionunder public law comparable thereto.

10.5 Payment made by UMC in no way implies the waiver of any right whatsoever.

10.6 UMC is entitled to offset sums which it is owed by the Supplier for any reason whatsoever, and whether due and payable or not, against the sums it owes to the Supplier.

10.7 UMC is entitled at all times to suspend its obligations in respect of an Agreement if and insofar as the Supplier fails (even partially) to stand by its commitments.

10.8 UMC will not pay interest, collection or other charges on any invoices, where such invoices submitted by the Supplier are inaccurate, incomplete or otherwise erroneous, or where the Supplier has failed to perform its obligations.

10.9 Transaction fees in respect of payments (for example in respect of payments to foreign bank accounts) are at the Supplier's expense.

Article 11. Quality and Warranty

11.1 The Supplier warrants that the Deliverables delivered comply with that which has been agreed, possess the characteristics promised to and expected by UMC, are sound and free of defects, are in accordance with the agreed specifications and documentation supplied, are suitable for the purpose for which they are intended, are ready for use and meet the highest legal requirements and other government regulations, including European law and the laws of local government, as well as the highest safety, environmental and quality standards and certification applied within the sector, as applicable at the time of the Deliverable's delivery. The Supplier also warrants that the Deliverable is unencumbered and free of attachments. The warranty as referred to in this Article will lapse insofar as a defect is demonstrably (to be demonstrated by the Supplier) the direct result of any processing, handling, adjustment or modification by UMC that is not authorised by the Supplier. The Supplier hereby grants prior consent to adjustments based on configuration settings incorporated in the Deliverable.

11.2 The Supplier is obliged to demand of its suppliers that they in all cases directly transfer to UMC warranty certificates and any warranties ensuing therefrom which are transferred to those suppliers from any third parties in respect of parts to be delivered or completed by them. Failure on the Supplier's part to provide (or have third parties provide) such warranty certificates does not release the Supplier or any third parties engaged by it from the obligations in question. In case of discrepancy between various warranty texts in relation to the same part, the warranty text most favourable to UMC applies.

Article 12. Documentation, parts and resources for the purpose of commencement of operation/use

12.1 Without prejudice to the provisions of paragraph 6.10, the Supplier warrants that all parts, auxiliary materials, accessories, equipment, technical documentation, user manuals, instruction manuals, safety leaflets and other resources (including but not restricted to e-learning modules) necessary to or prescribed for the realisation of the purpose indicated by UMC are delivered together with the Deliverable, even where not specified as items.
In case of delivery of Medical Devices which require cleaning, disinfection and sterilisation, the Supplier will provide the instructions for cleaning and sterilisation. Any validation reports pertaining hereto will be provided or made accessible for viewing on request.

12.2 UMC is free to use such Medical Devices at its own discretion, including the duplication of documentation for its own use.

12.3 The Supplier is obliged to stock and deliver on an call-off basis parts for the goods which it is to supply, including spare and consumable parts and articles for the goods supplied for their expected service life (on the assumption of circumstances of normal use, and for a minimum period of ten (10) years from the actual date of delivery or installation).

12.4 Without prejudice to the provisions of paragraph 12.3, where the Deliverable to be delivered is a Medical Device consisting of an appliance, the Supplier warrants in any case that it will maintain the Deliverable for a period of ten (10) years following its acceptance, where a contract to do so has been issued.

Article 13. Inspection

13.1 Inspections, checks and/or testing by UMC or individuals or bodies designated by UMC for such purposes may be carried out either prior to, during or after the delivery of the Deliverable.

13.2 To this end, the Supplier will provide access to the locations at which the Deliverables are produced or stored and assist in the desired inspections, checks and tests, providing the documentation and information required at its own expense. When inspections are carried out at the Supplier's premises, employees of UMC, or an institution designated by UMC, must comply with the Supplier's applicable access and safety regulations, provided that such regulations have been provided in writing in advance and are not in conflict with applicable laws and regulations or the internal safety standards of the institution.

13.3 Where necessary, the Supplier will inform UMC in advance with regard to the time at which inspections, checks and/or tests may be carried out.

13.4 The Supplier is entitled to be present at the inspection, check and/or test in question.

13.5 Should the Deliverable be declared fully or partially unfit prior to, during or after the inspection, check and/or testing of the Deliverable, UMC will notify the Supplier of this in writing.

13.6 Where the Deliverable is declared unfit during or after delivery, the risk of the unfit Deliverable is transferred to the Supplier from the date of the notification referred to in paragraph 13.5 of these Purchase Conditions.

13.7 If, regardless of the results of any inspection, check and/or test, the Deliverable appears not to comply with the provisions of Article 11 of the Purchase Conditions and/or the Agreement, at UMC's discretion and on its demand, the Supplier will repair or replace the Deliverable at its own expense on return of the defective Deliverable where remedy and repair are deemed preferable in principle, unless UMC indicates a preference for termination of the Agreement under the provisions of Article 20 of the Purchase Conditions.

13.8 In case of emergency and when, following consultation with the Supplier, it must be reasonably concluded that the Supplier cannot or will not ensure repair or replacement (or do so in a timely or proper manner), UMC is entitled to carry out any repairs and replacements itself, or to have a third party do so on its behalf at the Supplier's expense.

13.9 Should the Supplier fail to recover the delivered defective Deliverable within (ten) 10 working days of the date of the written

notification in respect thereof, UMC is entitled to return the Deliverable at the Supplier's expense, and to the crediting of any previously invoiced Deliverables within 1fourteen (14) days, without prejudice to UMC's other rights.

13.10 Interim examinations, inspections, trials and/or tests, or the absence thereof, do not affect UMC's rights in respect of the Deliverable.

Article 14. Medical Devices

14.1 If and insofar as EU regulation 2017-745 (the Medical Device Regulation or MDR), the Medical Devices Act and the VDSMH guidelines apply to the Deliverable to be delivered, this Deliverable and its packaging must comply entirely with the requirements of this regulation, law and guidelines, and the subordinate legislation based thereon. The Supplier will at all times maintain the relevant CE markings and certifications in force. In addition, the Supplier will inform UMC at least six months in advance of any discontinuity or supply chain disruptions.

14.2 The expiry date to be indicated on the label must be thus far in time removed from the moment of delivery that the period between the time of receipt and the expiry date must be at least 24 months, unless otherwise agreed in the Agreement.

14.3 Should the expiry date of the Deliverable to be delivered be too close, in UMC's opinion, to the time of delivery, UMC is entitled to refuse this Deliverable, unless doing so is manifestly unreasonable in the given circumstances. Refusal of the Deliverable on the basis of this paragraph does not entitle the Supplier to any compensation of any kind whatsoever.

14.4 In case of consecutive deliveries of Medical Devices falling under the law referred to in this Article, the Supplier must ensure that the last delivery has an expiry date which falls later, or at least on the same date, as the deliveries prior to it.

14.5 Where possible, the information referred to in this Article as being requisite must take the form of pictograms on the packaging.

14.6 Should a Recall be required, the Supplier must notify UMC immediately on having become aware of any defects in its product. This Recall should be carried out at the Supplier's expense, in accordance with the procedure which may be downloaded by the Supplier from UMC's website. On having been made aware of a Recall by the Supplier, UMC is entitled to terminate the Agreement or Order.

14.7 Where the Deliverable in question is concerned, the Supplier will provide immediate and unconditional assistance in the implementation of the covenant, "Veilige toepassing van medische technologie in het ziekenhuis door UMC" ("Safe application of medical technology in the hospital by UMC"), since januar 2026 replaced by *'Leidraad Medische Technologie in instellingen voor medisch-specialistische zorg*' (Inleiding - Leidraad Medische Technologie in instellingen voor medisch-specialistische zorg - Richtlijn - Richtlijnendatabase)'.

14.8 UMC is not obliged to provide suppliers with usage data in the context of Post Market Surveillance.

14.9 The Supplier will provide information regarding availability and discontinuity in a timely manner. Where the Supplier intends to discontinue delivery of a product, the Supplier will inform UMC hereof zes (6) months before the date of withdrawal. The foregoing does not in any way affect the obligation to perform the Agreement.

14.10 The Supplier will inform UMC of any disruptions in the supply chain/logistics chain. The Supplier may be held liable for withholding such information.

14.11 The Supplier is obliged to provide transparency in respect of the supply chain/logistics chain if requested.

14.12 The Supplier will provide UDI data for all medical devices on the label in accordance with EU regulation 2017- 745 (Medical Device Regulation, or MDR).

14.13 The Supplier will provide all relevant product information (including GTIN, UDI, classifications, safety information and logistical data) via the GS1 Global Data Synchronisation Network (GDSN).

14.14 The data provided must comply with the quality criteria and standards established by NFU and GS1.

14.15 The Supplier must update any changes in product data in the GDSN without delay. The Supplier will ensure connection to a GS1-certified data pool.

14.16 The Supplier will provide the currently applicable CE certificate (in digital form).

14.17 The Supplier will supply the implant card for class III medical devices.

14.18 If and insofar as EU regulation 2017/746 (the Regulation on in vitro diagnostic medical devices, or IVDR) applies to the Deliverable to be delivered, this Deliverable and its packaging must comply entirely with the requirements of the aforementioned regulation, law and guidelines, and any legislation based thereon. The Supplier will at all times maintain the relevant CE markings and certifications in force and will inform UMC at least six (6)months in advance of any discontinuity or supply chain disruptions.

14.19 The paragraphs of this Article 14 apply equally where the Deliverable to be delivered is a medical device which falls under EU regulation 2017/746 (the Regulation on in vitro diagnostic medical devices, or IVDR).

14.20 If a UDI is assigned on the basis of the IVDR, paragraph 14.13 also applies, and the Supplier provides UDI data for all devices on the label, in accordance with EU regulation 2017/746 (the Regulation on in vitro diagnostic medical devices, or IVDR).

14.21 The labelling must meet the requirements set in the IVDR and be accompanied by the required instruction manual in both the Dutch and English languages.

14.22 The Supplier will provide the summary concerning safety and goods and services for devices in classes C and D.

Article 15. Safety, environment and corporate social responsibility

15.1 The Supplier accepts that it is responsible for the effects of its activities on the environment, employees and the society in which it operates. The Supplier will strive to draw up its own systematic CSR policy and potentially also a CSR action plan.

15.2 The Supplier respects the universal norms in relation to work which have been set out in a series of treaties of the United Nations agency, the International Labour Organisation (ILO).

15.3 The Supplier is prepared to provide the raw materials passport of a Product at UMC's request.

15.4 At UMC's request, the Supplier shall make a Product's production/suppliers' chain as transparent as possible.

15.5 The Supplier will adopt a proactive stance and be innovative where possible in improving the environmental performance connected with the goods to be delivered or the services to be performed.

15.6 At UMC's request, the Supplier will indicate which Substances of Very High Concern (SVHC) are in its product and its packaging, and in which concentrations (gram per gram). Once such a request has been made, the Supplier will keep UMC informed of changes in relation to the composition or legislation with respect to SVHC.

15.7 The Supplier undertakes, at UMC's first request, to take back, free of charge (which includes all costs, including transport costs), and against credit, single-use medical devices that have been correctly ordered, have not been used, remain in their original, unopened packaging, and are in a saleable condition. The take-back must take place within a period of no more than 30 days following the request, unless otherwise agreed. Any returns will be agreed with the Supplier in advance.

Article 16. Confidentiality, data security and personal data protection

16.1 The Parties will maintain confidentiality in respect of all information and/or data which it obtains in the context of the Agreement and its performance, and will not make such information and/or data known to third parties - with the exception of third parties engaged by it in the performance of the Agreement - without the other Party's written consent, unless such disclosure is made pursuant to a statutory obligation or court order. The duties of confidentiality referred to in this Article do not apply to:

a) information/data which was already accessible to the public at the time that it was made available to a Party;

b) information/data which becomes accessible to the public after it has been made available to a Party, unless this is the result of a failure by that Party to comply with its obligations under this Article;

c) information/data which a Party has lawfully obtained or was otherwise aware of before such information/data was made available to that Party; or

d) information that has been independently developed by a Party without breaching the confidentiality obligations set out in this Article.

UMC is entitled to share information within affiliated legal entities and other partnerships.

16.2 Each Party undertakes towards the other to impose the obligations referred to in the previous paragraph of this Article on those (including employees of the Parties) who are charged on behalf of the Parties with the performance of the Agreement, and warrants to the other Party that such person(s) will meet these obligations.

16.3 In case of failure on the part of the Supplier to meet obligations under this Article, the Supplier will incur a penalty immediately payable to UMC of EUR 25,000 per event, which penalty has no influence on the Supplier's potential liability for compensation. The penalty will be set off against any compensation payable.

16.4 The Supplier will conform to the applicable regulations in the area of information security in healthcare (NEN7510 Standard for
healthcare information security) and will ensure that the Deliverable it delivers concurs therewith. The Supplier gives UMC permission to check (or have a third party check) the process and the Deliverable by means of an information security audit.

16.5 The Supplier warrants that the Deliverable contains no security measures or functions or, where IT Deliverables are concerned, foreign elements (such as, but not limited to, logic bombs, viruses and worms, hidden keys, Trojan horses or other obstacles or contaminants) other than those referred to in the documentation.

16.6 The Supplier warrants that all European and statutory provisions in relation to the data to be processed, specifically including the provisions under or pursuant to EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation, or GDPR), are and will be strictly observed. The Supplier will provide UMC with the relevant information as requested in writing without delay. The Supplier holds ISO27001 and ISO27701 certification, or a comparable certification and/or works demonstrably in accordance with ISO27001 and ISO27701, whereby the Supplier in any case ensures an appropriate, written security policy with appropriate technical and organisational measures in order to safeguard a level of security for the processing of Personal Data in line with the risk. The Supplier will indemnify UMC against all third-party claims which may be established in respect of UMC due to breach of the applicable privacy legislation and/or statutory retention periods.

16.7 The Supplier will not process (or cause to be processed) any personal data outside the EEA unless the Supplier has obtained UMC's prior written consent and (i) the processing takes place in a country for which the European Commission has determined, by means of a valid and current adequacy decision, that it ensures an adequate level of protection; or (ii) appropriate safeguards are provided, including the use of standard contractual clauses approved by the European Commission, supplemented by technical and organisational measures necessary to ensure a level of protection equivalent to that within the EEA.

16.8 Arrangements between UMC and the Supplier regarding the Supplier's use of readily available data that constitute non-personal data (including the metadata required to interpret such readily available data), lawfully obtained or to be obtained from a Deliverable relating to a connected device or related service, where the Supplier acts as data holder in respect of such data, will be set out in writing in accordance with the Data Act. In the absence of such written arrangements, the Supplier, insofar as it also acts as data holder, will not be entitled to use the aforementioned data other than for the provision of the Deliverable. Such written arrangements will be drawn up on the basis of the applicable Model Contractual Terms made available by the European Commission. UMC will be entitled to charge a reasonable fee.

16.9 At UMC's first request, a data holder will provide readily available data that constitute non-personal data (including the metadata required to interpret such readily available data) to a third party in accordance with the Data Act.

Artikel 16A. NIS2 & Cbw

16A.1 Definitions

- "Security Incident": any event that results in, or may reasonably result in, a compromise of the availability, integrity or confidentiality of (i) the Deliverable, (ii) data (including but not limited to medical and/or personal data), or (iii) UMC's healthcare processes or business operations, including ransomware, data breaches, significant vulnerabilities and serious service disruptions.
- "Supply Chain Party": any supplier, subsupplier, subcontractor, processor or other third party engaged by the Supplier that is directly or indirectly involved in the Deliverable.

16A.2 The Supplier acknowledges that UMC qualifies as an essential entity within the meaning of the NIS2 Directive and the Cybersecurity Act (Cbw) and will facilitate compliance with all obligations arising therefrom. This provision is without prejudice to the requirements and measures set out in NEN 7510, ISO 27001, 27701 and 27799 and the General Data Protection Regulation (GDPR). The provisions of Article 16A apply to all relevant software components, regardless of whether the Deliverable itself consists of software or whether software forms part of the Deliverable.

16A.3 The Supplier will implement and maintain demonstrable and appropriate technical and organisational measures, including at least:

- strong identity and access management (MFA for administrative access and all remote access, the use of a least privilege access policy and timely deprovisioning);
- secure software development, vulnerability management and a patch policy with risk-based time frames (see Article 16A.10);
- network segmentation and protection against malware/ransomware;
- logging & monitoring of security-relevant events (including administrative activities and remote sessions) and secure retention of logs (for at least nine months);
- backups that are encrypted, tested and logically or physically segregated from the production environment;
- encryption of data in transit and at rest. For current encryption standards, reference is made to the UMC connection requirements;
- security awareness and role-based training for personnel involved in the Deliverable;
- continuity and recovery arrangements in accordance with Article 16A.11;
- Personnel possessing the knowledge and skills required to:
    - identify risks to the security of network and information systems relating to the Deliverable;
    - assess cybersecurity risk management measures; and
    - assess the impact of risks and risk management measures relating to the Deliverable.

16A.4 The Supplier will, upon request, provide all relevant information requested by UMC for the purpose of investigations under the NIS2 Directive, including a detailed overview of the countries and methods of data processing, and a current Software Bill of Materials (SBOM) of all software components within the Deliverable, including third-party libraries, versions and known CVE notifications.

16A.5 The Supplier will report any Security Incident that may impact UMC without delay and no later than 24 hours after discovery to the reporting point designated by UMC, including at least:

- nature of the incident;
- time of occurrence;
- indication of the (potential) cause, impact and suspected malicious intent;
- affected systems/locations;
- initial mitigation measures; and
- contact person.

Within 72 hours, the Supplier will provide an updated report including causes, impact, affected data and/or systems, and a mitigation plan. The Supplier will continue to provide proactive updates until full mitigation and recovery have been achieved and will assist UMC with statutory notifications (including, where relevant, notifications to NCSC/Z-CERT, IGJ and AP). Within four (4) weeks, the Supplier will provide a root cause analysis, a full impact assessment and the structural corrective measures. Notifications of incidents to UMC will be without prejudice to any other contractual or statutory notification obligations.

16A.6 The Supplier will provide full and timely cooperation with investigations (including forensic investigations) and audits, by or on behalf of UMC and – where applicable and legally required – with competent supervisory authorities. Upon request, in particular following a Security Incident or a near Security Incident, the Supplier will make available, free of charge, relevant logs, configurations, evidence files and documentation, subject to confidentiality and proportionality.

16A.7 The Supplier will impose, in full and in writing, the obligations set out in Articles 16, 16A, 46 and 47 of these Purchase Conditions on each Supply Chain Party involved in the Deliverable and will remain fully liable towards UMC for compliance by Supply Chain Parties. The engagement or replacement of Supply Chain Parties having access to data or systems of/for UMC will only take place with UMC's prior written consent. Upon request, the Supplier will demonstrate which Supply Chain Parties are engaged, including their security certifications/assurance (e.g. ISO 27001, NEN 7510, ISAE 3402/SOC 2). The Supplier will furthermore ensure that no Supply Chain Party is subject to applicable sanctions legislation.

16A.8 Personal Data (including special categories of Personal Data) will be processed exclusively within the EEA or in countries subject to a valid adequacy decision (pursuant to Article 45 of Regulation (EU) 2016/679). Data at rest and backups will be encrypted; keys will be appropriately managed (segregation of duties, key rotation). Test environments will not contain production data unless demonstrably anonymised or secured to a level equivalent to the production environment.

16A.9 The Supplier will maintain a process for coordinated vulnerability disclosure (CVD) and will report critical vulnerabilities in, or relevant to, the Deliverable affecting UMC without delay and no later than 24 hours after confirmation, including mitigating

measures and patch planning.

16A.10 Unless otherwise agreed in writing, the Supplier will apply the following patching and update time frames:
- Critical (Environmental CVSS Score ≥ 9.0 or actively exploited): mitigation or patching within seven (7) days;
- High (Environmental CVSS Score 7.0–8.9): mitigation or patching within thirty (30) days;
- Medium/Low: in accordance with risk assessment, but demonstrably within a reasonable period.

If patching cannot be implemented immediately for operational reasons, the Supplier will implement mitigating measures (such as segmentation, isolation or configuration mitigations) and will communicate this to UMC.

16A.11 The Supplier will at all times comply with the response, recovery and backup obligations as set out in the relevant Agreement or SLA. The Supplier will maintain an up-to-date business continuity plan and exit plan in respect of the Deliverable and will test these at least annually. Upon request, the Supplier will share the test report and – where findings have been identified in the test report – an improvement plan to remedy the identified deficiencies. UMC will be entitled, at any time during the term of the Agreement and for a period of at least sixty (60) days following termination or expiry thereof, to retrieve its data in a machine-readable format. The Supplier will only permanently delete data after prior notice to UMC.

16A.12 In addition to Article 47 of these Purchase Conditions, remote access for management and maintenance will only take place:
- after prior authorisation per session;
- using MFA, session recording/logging and temporary/just-in-time privileges; and
- via protocols and channels that meet UMC's requirements.
- The use of generic or shared accounts is prohibited.

16A.13 The Supplier will grant UMC, and any third parties designated by UMC, the right, upon reasonable prior notice, to carry out audits of all processes, systems, locations and documentation relevant to the performance of the Agreement, and will ensure that any subcontractors grant UMC the right to audit such subcontractors, or have them audited, in accordance with this Article. The Supplier will provide full cooperation with such audits, including making personnel, information and access to facilities available. If an audit identifies deviations from contractual obligations, applicable laws and regulations or agreed standards, the Supplier will remedy such deviations within a reasonable period to be determined by UMC. The costs of audits will be borne by UMC, unless material deficiencies are identified; in such case, the audit costs will be borne by the Supplier. UMC may request assurance reports annually or in the event of a Security Incident or a near Security Incident (e.g. ISO 27001 or NEN 7510 certificates, ISAE 3402/SOC 2 reports, penetration/security test summaries). In the event of material findings, the Supplier will prepare an improvement plan including time frames.

16A.14 A serious or repeated breach of this provision will constitute a substantial breach and may constitute grounds for termination (Article 20) and/or penalties and compensation. If the Supplier fails to comply with the incident notification deadlines, the Supplier will incur, without prejudice to the right to claim additional compensation, an immediately due and payable penalty of EUR 10,000 per incident, without prejudice to UMC's right to claim compensation for actual losses suffered. Penalties will be without prejudice to any other rights of UMC (including the costs of forensics, recovery and communication).

Article 17. Intellectual property and/or other rights (including those comparable to intellectual property rights)

17.1 The Supplier will not use the names of UMC and/or its employees in publications and/or advertisements or elsewhere without the prior written consent of UMC's communications department.

17.2 Should intellectual property rights and/or other rights (including those comparable to intellectual property rights) on the part of the Supplier or third parties be vested in the Deliverable and/or in everything related to the Deliverable, the Supplier is automatically and immediately obliged to grant (or have a third party grant) to UMC in respect of such rights a non-exclusive licence for use (or sub-licence for use) that is not subject to termination and valid indefinitely, which also includes the right to resell to any third parties the Deliverable it has delivered and/or everything related to the Deliverable. The cost of this licence for use (or sub- licence for use) is included in the price of the Deliverable and/or everything related to the Deliverable.

17.3 The Supplier warrants the free and undisturbed use by UMC or by third parties to whom UMC has resold the Deliverable and everything related to the Deliverable of the Deliverable and/or everything related to the Deliverable, and guarantees that the Deliverable and/or everything related to the Deliverable will not infringe either fully or partially any intellectual property rights or any other rights (including comparable rights) of any third party. The Supplier indemnifies UMC against all third party claims (and threats to claim) in respect of potential infringement of intellectual property rights and other rights (including those comparable to intellectual property rights) of those third parties and UMC will reimburse all expenses and compensate all damage resulting from any infringement (or alleged infringement), including the full costs of legal assistance.

17.4 In departure from the provisions of paragraph 17.2 of these Purchase Conditions, all intellectual property rights and other rights (including those comparable to intellectual property rights) to a Deliverable specifically developed for UMC and/or any Deliverable connected thereto are vested in UMC. Where the rights are (or will be) vested in the Supplier, they are (or will be) transferred to UMC on signature of an Agreement by the Supplier, which transfer is (or will be) accepted by UMC immediately on becoming vested in it. Where a further deed or other formalities must be completed in order for such rights to be transferred, the Supplier irrevocably authorises UMC to draw up such a deed and to sign it on behalf of the Supplier, and to complete these formalities, in part on behalf of the Supplier, without prejudice to the Supplier's obligation to provide its assistance with the transfer of such rights at UMC's earliest request, without the Supplier's being able to set any additional conditions. In doing so, the Supplier waives all personality rights in respect of UMC which may accrue to it, where the applicable regulations allow such waiver. The Supplier warrants that such employees as it employs and contractors as it contracts will waive any personality rights in respect of the Supplier accruing to them under the employment contracts between such employees and the Supplier and the contracts for the provision of services between these contractors and the Supplier respectively, to the extent to which the

applicable regulations allow for such waiver.

17.5 In addition to the indemnity referred to in paragraph 17.3 and where a prohibition exists on the use of the Deliverable and/or everything related to the Deliverable in connection with an infringement of the intellectual property rights and/or other rights (including those comparable to intellectual property rights) of third parties, should the UMC so desire, the Supplier will, as quickly as possible and at its own expense:

a) obtain a right for UMC to use the delivered Deliverable in question and/or everything related to the Deliverable;
b) modify the Deliverable in question and/or everything related to the Deliverable such that no further infringement is made of third party rights;
c) replace the Deliverable in question and/or everything related to the Deliverable with an equivalent Deliverable of at least the same functionality and quality, which does not infringe third party rights;
d) recover the Deliverable in question and/or everything related to the Deliverable in return for repayment for all expenses paid in relation to the Deliverable and/or everything related to the Deliverable, without prejudice to UMC's remaining rights, including the right to terminate the Agreement and the right to compensation (including alternative and additional compensation).

Article 18. Transfer of rights and obligations

18.1 With the exception of receivables, a Party will not assign, transfer or subcontract, in whole or in part, any of its rights or obligations under the Agreement to any third party without the prior written consent of the other Party. Such consent will not be unreasonably withheld. No prior consent is required for the assignment of receivables. If a Party assigns, pledges or otherwise transfers a receivable to a third party, that Party will inform the other Party thereof in writing.

18.2 The Parties will be entitled to attach conditions to their consent as referred to in paragraph 1 of this Article. The consent of a Party, whether or not subject to conditions, will not release the other Party from its obligations under the Agreement.

18.3 The Supplier will be responsible for the involvement of third parties as if it concerned its own Deliverable.

Article 19. Liability

19.1 The Supplier is liable for damage resulting from an attributable failure to perform, or damage at the Supplier's expense under the law suffered by UMC or third parties as a consequence of any defect in the Supplier's Deliverable and/or as a consequence of or in relation to the performance of the Agreement. Section 6:98 of the Dutch Civil Code applies accordingly.

19.2 The Supplier's liability as referred to in paragraph 19.1 for contracts in respect of which the price agreed for the Agreement is lower than or equal to EUR 250,000 (in words: two hundred and fifty thousand euros) is limited to a sum of EUR 1,250,000 (in words: one million two hundred and fifty thousand euros) per event and to a maximum of EUR 2,500,000 (in words: two million five hundred thousand euros) per calendar year.

For contracts for which the agreed price of the Agreement is more than EUR 250,000 (in words: two hundred and fifty thousand euros), the Supplier's liability is restricted to EUR 2,500,000 (in words: two million five hundred thousand euros) per event, to a maximum of EUR 5,000,000 (in words: five million euros) per calendar year. The aforementioned limitation of liability lapses in case of:

a) third party claims to compensation due to death or injury;
b) wilful misconduct or gross negligence on the part the Supplier or its personnel;
c) infringement of intellectual property rights as referred to in Article 17 of these general conditions.
d) breach of the provisions of the GDPR and/or the processing agreement.

19.3 UMC is liable for damage resulting from an attributable failure to perform ,or damage suffered by the Supplier which is at UMC's expense under the law as a result of or in relation to the performance of the Agreement

19.4 UMC's liability as referred to in paragraph 19.3 is limited to a maximum amount of EUR 500,000 (in words: five hundred thousand euros) per event.

19.5 The Supplier indemnifies UMC against third party claims (including but not limited to those of subcontractors, the Tax and Customs Administration or social security agencies), based on damage suffered or overdue payments and/or costs in relation to this Agreement or based on compensation of damage on the basis of liability as referred to in paragraphs 19.1 and 19.2 and will, on UMC's demand, reach a settlement with such third parties or, in place of or together with UMC (subject to UMC's evaluation and approval) defend itself in court against such claims as are referred to above.

19.6 Personnel and employees of UMC are considered third parties where the application of this Article is concerned whereby, in its relation to UMC, the Supplier is not obliged to provide any third parties with more compensation than that which the Supplier is obliged to pay under the law.

19.7 The Supplier will ensure that, for the duration of the Agreement, it is adequately insured for liability under this Article. The Supplier will submit a proof of insurance cover on UMC's request, showing that the Supplier is adequately insured. On UMC's request, the Supplier will also provide proof of payment of the premiums owed in this regard.

Article 20. Termination of the Agreement for breach, by notice or otherwise, and Force Majeure

20.1 Without prejudice to all other statutory and contractual rights to terminate the Agreement (including those relating to breach thereof), UMC is entitled to:

1. terminate the Agreement (for reasons including breach thereof) and any agreements relating to it without judicial intervention and with immediate effect by means of a signed letter, without being obliged to payment of any compensation, and/or
2. to suspend its payment obligations towards the Supplier, if:

a) The Supplier fails to comply with its obligations under the Agreement, or to do so in a timely or proper manner. Should performance not be permanently impossible, termination for breach may only be invoked once the Supplier has been provided by UMC with written notice of default and given a reasonable period to perform the Agreement and the Supplier has continued to fail to meet this/these obligation(s), even subsequent to expiry of the reasonable period for performance.
b) The Supplier has applied for suspension of payment or been granted a definitive suspension of payment, or the Supplier has had recourse to debt restructuring or is bankrupt/in liquidation.
c) The Supplier (where a natural person) has applied to have the Debt Restructuring (Natural Persons) Act declared applicable to himself/herself or has had such an application granted,
d) full or partial attachment has been levied on the Supplier's assets,
e) the Supplier (where a natural person) has been placed under curatorship,
f) the Supplier discontinues or transfers its business or a considerable part thereof, including, though not limited to, bringing its business into an existing or as yet to be established company or deciding to change its business's objectives.
g) in case of closure, winding-up or full or partial takeover, merger or any circumstances comparable thereto as a result of which a (potentially important) change takes place in control and/or monitoring. A termination (including that for breach) or suspension of payment obligations such as those referred to under a. to g. of this paragraph, without prejudice to any other potential rights accruing to UMC under the foregoing, including UMC's right to compensation.

20.2 Without prejudice to all other rights, UMC may fully or partially terminate the Agreement due to breach as stated in paragraph 20.1 of the Purchase Conditions, if any advantage has been or will be offered or given by the Supplier or one of its subordinates or representatives to a person who is part of UMC's company or one of its subordinates or representatives without the prior written consent of UMC or insofar as this is contrary to Article 6 of the Medical Devices Act of Article 94 of the Medicines Act. The Supplier is liable for the damage suffered and as yet to be suffered by UMC, which damage has been fixed at a lump-sum of EUR 25,000 per breach. This is without prejudice to UMC's other rights, such as the right to demand full compensation. The definition of person here includes that person who is connected with one of the Parties by means of an employment contract or otherwise.

20.3 All claims which UMC may have against the Supplier in respect of the cases referred to in this Article are due and payable in full and on demand.

20.4 Should the Parties prove incapable of meeting their obligations to one another due to Force Majeure, such obligations are suspended for the duration of the situation of Force Majeure.

20.5 The Supplier is only entitled to invoke Force Majeure if it sends notification thereof to UMC as quickly as possible, accompanied by the necessary evidence.
However, even where the Supplier fails to comply with the provisions referred to in the previous sentence, UMC may accept the Supplier's claims to Force Majeure for reasons of fairness. Should the situation of Force Majeure on the Supplier's part continue for longer than a month, UMC is entitled to terminate the Agreement fully or partially for reasons of breach by means of a signed notice of termination.

20.6 Fixed-term contracts end ipso jure on the agreed end date. UMC explicitly rejects tacit extension. Any proposals for extension the Supplier makes must be made in writing and at least three (3)c months prior to the expiry of the contract.

20.7 In case of indefinite term contracts, UMC is at all times entitled to terminate the Agreement early by giving notice of termination, without providing any reason for doing so, provided a notice period of at least three months is observed. UMC is not liable for compensation in respect of the Supplier as a result of such termination by notice.

20.8 Obligations which, by their nature, are intended to continue to apply after the Agreement has been terminated for breach will continue to apply following termination of the Agreement. These obligations include indemnity for infringements of intellectual rights (including those relating to intellectual property), confidentiality, dispute resolution, compensation, applicable law and choice of domicile.

Article 21. Applicable law and disputes

21.1 This Agreement and all agreements arising therefrom or related thereto, as well as the Purchase Conditions, are governed by Dutch law.

21.2 The uniform laws drawn up at the diplomatic Conference held in The Hague in 1964 with regard to the unification of international sales rights ("ULFIS" and "LUVI") and the Vienna Convention on Contracts for the International Sale of Goods do not apply.

21.3 All disputes (including those considered to be such by only one of the Parties) which have arisen under the Agreement or from agreements between the Parties resulting therefrom will be submitted to the competent court in the district in which UMC's place of business is located.

Article 22. Personnel and third parties

22.1 In respect of the deployment of personnel or third parties, the Supplier must ensure that such personnel or third parties who have been deployed to work at UMC are screened by the Supplier vis-a-vis the validity of their qualifications and that the persons concerned are able to provide a certificate of conduct as referred to in the
Judicial Records and Certificates of Good Conduct Act. Such certificates of conduct may not be more than four (4) years old. The Supplier must keep such certificates of conduct on record.

22.2 The Supplier undertakes to ensure that any third parties and/or employees it deploys observe the working hours and codes of conduct applicable to UMC.

22.3 Should the quality of the work or behaviour of an employee or third party individual deployed by the Supplier be in UMC's

substantiated opinion inadequate, the Supplier will immediately replace the employee or third party on UMC's request.

22.4 In case of the temporary or permanent absence of employees or third parties deployed by the Supplier, the Supplier must make replacement individuals available as quickly as possible, which individuals are at least equivalent to the originally deployed persons in terms of expertise, level of training and experience.

22.5 If services are provided which are particularly dependent on the qualities of the employee or third party individual deployed, UMC may demand that this employee or third party individual first be presented to UMC for approval.

22.6 The Supplier will actively notify UMC of all relationships (including those of a financial nature) between individual UMC employees (as defined in paragraph 20.2) and the Supplier in writing.

Article 23. Wage taxes, employee insurance contributions and self-employment

23.1 The Supplier undertakes to pay all wage taxes, national insurance contributions and employee insurance contributions owed to the competent authorities in respect of all employees it makes available to UMC. The Supplier will also ensure that the returns in relation hereto are filed in full and in a timely manner.

23.2 The Supplier indemnifies UMC against all claims to payment of taxes and contributions, including the interest, costs and fines in respect thereof, which are owed in relation to the persons to be made available to UMC in the context of the Agreement or any agreements ensuing therefrom, or for whose payment UMC is to be held liable.

23.3 UMC is entitled to demand sound proof from the Supplier with regard to compliance with the obligations referred to in paragraph 1 of this Article. Should this proof fail to be provided or should it appear that the Supplier has failed to meet its obligations in full and in a timely manner, UMC is entitled to suspend its payment obligations.

23.4 UMC is entitled at all times to pay the social insurance contributions, turnover tax, wage tax including employee insurance contributions and the VAT relating to the wage sum of the personnel deployed, for which UMC may be held liable, to the Supplier by making a deposit to the Supplier's "*g-rekening"* (guarantee account) as defined in the Collection of State Taxes Act 1990. The Supplier will open a *g-rekening* for this purpose should UMC so request. The Supplier must submit a declaration from the Tax and Customs Administration or an independent accountant annually, showing that the wage tax and national insurance and employee insurance contributions have been deducted in accordance with the rules applicable thereto, so that UMC has insight into the payment behaviour of the Supplier in respect of the Tax and Customs Administration.

23.5 Without prejudice to the provisions of paragraph 4 of this Article, UMC is entitled at all times to withhold the amounts referred to in paragraph 4 of this Article in social insurance contributions, VAT and wage tax including employee insurance contributions in the contract price and to pay these, on behalf of the Supplier, directly to the Employee Insurance Agency UWV and the collector of direct taxes respectively.

23.6 In the cases referred to in paragraphs 4 and 5 of this Article, on payment, UMC is considered to have discharged its obligation in respect of the Supplier where these sums are concerned.

23.7 Where the Supplier is a self-employed contractor (a self- employed person without employees, or a freelancer), the Agreement with UMC is entered into on the suspensive condition that the Parties sign an Agreement which, in the context of the Assessment of Employment Relationships (Deregulation) Act, has been approved by the Tax and Customs Administration. If a UMC-specific agreement in the context of the Assessment of Employment Relationships (Deregulation) Act has been coordinated with the Tax and Customs Administration in respect of the Supplier's activities, the Supplier is obliged to sign this UMC-specific agreement. In addition, the Agreement is entered into on the suspensive condition that the Supplier must furnish UMC with the following documents within a month of the Agreement's conclusion;
- proof of registration with the Ch. of Comm.;
- proof of registration as an entrepreneur for the purpose of turnover tax (VAT number);
- if and insofar as such is required in accordance with applicable legislation, a copy of the residence permits and work permits of persons from outside the European Economic Area;
- a certificate of conduct as referred to in the Judicial Records and Certificates of Good Conduct Act. UMC will instruct the Supplier to submit an application to the Central Agency for Certificates of Good Conduct to this end. The costs of applying for the relevant certificates of conduct are at the Supplier's expense. The Supplier must keep such certificates of conduct on record.

23.8 Should the Supplier also take responsibility for the housing of the employees being made available, the Supplier must have two (2) contracts with the employee: one (1) for the performance of the work, and another one (1) for the dwelling. These two contracts may not be linked to one another in any way whatsoever. If requested, the Supplier will allow UMC to inspect the contracts in question.

ADDITIONAL CONDITIONS APPLICABLE TO THE DELIVERY OF GOODS AND SERVICES IN RESPECT OF THE DELIVERABLE ON THE UMC SITE

Article 24. Applicability

24.1 Where the delivery of goods and services in respect of the Deliverable on the UMC site is concerned, in addition to the provisions of Articles 1 to 23 inclusive of the Purchase Conditions, the provisions of Articles 24 to 29 inclusive of the Purchase Conditions also apply. In the event of contrariety between the former and latter aforementioned groups of Articles, the provisions of the latter group will prevail.

24.2 Where the application of these additional conditions is concerned, the Supplier's personnel is defined (in part) as (the personnel of) third parties who are involved in the performance of the Agreement(s).

Article 25. Additional definitions

Q. Materials: Goods which are incorporated in the material objects to be created, with the exception of the Equipment to be used.

R. Equipment: All vehicles, items of equipment, cranes, scaffolding and parts thereof, consumable items and suchlike, which the Supplier uses in the performance of the Agreement, with the exception of the Materials.

Article 26. Personnel, Equipment and Materials

26.1 Should the Supplier deploy its own personnel or third party individuals to perform activities (including those of a technical nature) independently on equipment and/or resources at UMC, these people must be demonstrably authorised and sufficiently competent to be entitled to perform activities on the equipment and/or resources in question. Those in question must also receive demonstrably effective supplementary and refresher training. The Supplier must be able to provide relevant proofs of registration of the persons in question in the corresponding professional registers and suchlike at UMC's request. Should persons deployed by the Supplier fail to possess the qualifications and/or qualities referred to above, or to possess these to the required standard, the Supplier is liable for the damage resulting therefrom as referred to in Article 19.

26.2 Apart from the situation described in paragraph 22.3 of the Purchase Conditions, the Supplier will only replace personnel deployed with UMC for longer periods temporarily or definitively if such is genuinely necessary, and only after prior consultation with UMC. The new personnel will possess at least the same knowledge and experience as the personnel being replaced, without this leading to higher costs for UMC, or having consequences for UMC's planning. The replacement will not result in any costs to UMC for the transfer of activities.

26.3 UMC is authorised to examine and inspect all Materials and Equipment to be used by the Supplier in the performance of the Agreement.

26.4 UMC is authorised to inspect plans, work schedules and working procedures, in respect of among other things the deployment or use of personnel and Materials, both for activities which have already commenced, and for activities which have as yet to commence. In case of doubt as to the realisability of the quality and/or schedule envisaged, UMC may order the Supplier to modify its service provision, without being obliged to any payment.

Article 27. UMC site and buildings

27.1 Before commencing with the performance of the Agreement, the Supplier must familiarise itself with the circumstances at the site and in the buildings of UMC in which the activities are to be carried out, and which may influence the Agreement's performance.

27.2 The Supplier must ensure that its presence and the presence of its personnel at the site and in the buildings of UMC do not form any impediment to the uninterrupted progress of the activities and processes related thereto of UMC and any third parties.

27.3 UMC's business operations may not be interrupted as a consequence of the Supplier's activities.

27.4 UMC's processes will continue to operate during the activities. Activities which cause inconvenience must be avoided to the greatest possible extent and/or planned in consultation with relevant UMC departments.

27.5 Tests and activities which may disturb UMC's business operations must first be applied for and discussed; such activities may only be performed following the explicit approval of UMC's project leader.

27.6 Before commencing with the performance of the Agreement, the Supplier and its personnel must familiarise themselves with the content of the rules and regulations that apply at UMC's site and buildings, including those in respect of health, safety and the environment, and act in accordance therewith. The Supplier and its personnel must in any case report to the officials to be appointed by UMC in respect hereof.

27.7 In case of breakdowns and other interruptions, the Supplier will ensure that such breakdowns are resolved as quickly as possible, such that UMC's normal business operations are safeguarded to the greatest possible extent. Where necessary, the Supplier (or a third party acting on its behalf) will carry out maintenance and/or service work to this end. The Supplier is responsible and liable for the consequences of the breakdown or interruptions.

Article 28. Obligations of the Supplier/Performance of the activities

28.1 Prior to the performance of its activities, the Supplier will submit a work plan to UMC.

28.2 The Supplier will provide regular interim reports on the progress of the activities.

28.3 Activities performed in UMC's building(s) or on its site are always to be carried out under the supervision of a project leader appointed by UMC or a delegated member of staff. All contacts relating to the implementation of the activities must also proceed via this project leader.

28.4 The personnel engaged by the Supplier in the performance of the Agreement are in principle available at UMC and/or the UMC site during the hours in which the contract is being implemented, where their absence, replacement and accessibility is arranged in consultation with UMC.

28.5 Activities will in principle be performed on working days during usual office hours. The Supplier undertakes to also perform activities on other days or hours at UMC's request.

28.6 In case of activities performed on a cost-plus basis, a week or work list respectively must be submitted to the project leader on a weekly basis or, where the activities end within a week period, after the activities have ended. Such lists must at minimum include: the name(s) of the person/people, number of hours worked, any materials provided, additional expenses.

28.7 The contact person designated by UMC (to be referred to as the project leader) or his/her replacement will check, encode

and sign the week or work list in question, and provide a copy thereof to the implementer/site manager appointed by the Supplier. Where it is not possible to state the prices of certain delivered materials, it is possible to submit the week or working list to the project leader at a later time, though no more than two (2) working days from the end of the working week.

28.8 The Supplier must possess a valid proof of registration with the UWV employee insurance agency in which it is registered, and where required, possess a permit for establishing a business. The Supplier must show UMC the aforementioned documents should the latter so demand.

28.9 Should UMC so demand, the Supplier must furnish it with a list containing the required information, including in any case the names of all personnel employed by the Supplier from week to week in the performance of the Agreement. The Supplier indemnifies UMC for damage which it suffers due to personnel deployed by the Supplier who do not have the required licences.

28.10 Where the current contract is concerned, on UMC's demand, the Supplier must provide the wage statements or hourly time sheets of all personnel employed by the Supplier in the implementation of the contract to UMC for inspection, in accordance with a model drawn up by UMC.

28.11 In case of contract variations, the Supplier must provide overview statements to UMC's project leader twice per week.

28.12 On practical completion, single copies of the as-built drawings (including draft versions), operating instructions, etc. must be submitted by the Supplier to the relevant UMC department. The revision (including any draft versions) must be approved by UMC and, if necessary, modified by the Supplier. Where draft as- built drawings are submitted, the definitive as-built drawings must be submitted no more than four (4) weeks after the practical completion, in triplicate. The Supplier must provide any information and/or revisions/as-built drawings which are available in digital form in digital form, in accordance with the drafting software used within UMC.

28.13 The Supplier itself must provide appropriate and suitable equipment and any stairs or rolling scaffolding or other resources. In addition, the Supplier must be at least VCA* certified if installation, construction or maintenance work is to be carried out in or around UMC.

28.14 Connections to installations (water, electricity, etc.) must always be made in consultation with the UMC departments charged with housing and property. The costs of modification are at UMC's expense, unless otherwise stipulated in the Order and/or the Agreement.

28.15 The use of radios is prohibited. The use of mobile telephones is permitted throughout the UMC building, with the exception of areas where it is expressly prohibited. These areas can be identified from the prohibitive signs. This applies to areas with sensitive equipment or those in which mobile telephone use may cause nuisance to patients and/or visitors.

28.16 Parking, including where more than one (1) group of staff members is being deployed by the Supplier, is at the Supplier's expense.

28.17 The commissioning and decommissioning of substances/materials related to the business (gases, liquids, electricity, etc.) or other facilities of UMC is only permitted with the prior agreement of the project leader concerned. In case of changes to installations, the Supplier must submit a draft (rough) as-built drawing, containing all relevant details, to the UMC project leader concerned.

28.18 Should activities be planned outside of office hours, the Supplier must always notify the project leader concerned of this. No heat, dust, smoke and/or vapour spreading activities may take place after 16.00.

28.19 On leaving the various areas, the Supplier is obliged to always close the doors to the areas and any shafts properly. At the end of the activities, or by the end of the working day at the latest, any keys issued must be returned.

28.20 The Supplier must take adequate protective measures to prevent damage to existing installations or structural objects.

28.21 During the performance of its activities for UMC, the Supplier will not run any advertisements without UMC's express consent. All advertisements must be submitted to UMC for evaluation.

28.22 The Supplier will ensure that its personnel, or persons acting on its behalf, will behave courteously towards visitors, patients, UMC employees and other suppliers.

Article 29. Payment & pricing

29.1 UMC only processes invoices for activities performed on the basis of cost-plus contracts when these are supported by week or work lists which have been submitted in a timely manner and approved by the project leader.

29.2 Wage and material risks will not be set off.

29.3 Partial invoicing of contract amounts may only take place where agreed between the Parties and if the conditions for release of the partial payment have been met.

ADDITIONAL CONDITIONS APPLICABLE TO CONSIGNMENT ON APPROVAL OR TRIAL SHIPMENT

Article 30. Applicability

30.1 Where Consignment on Approval or Trial Shipment are concerned, in addition to the provisions of Articles 1 to 22 inclusive of the Purchase Conditions, the provisions of Articles 30 to 34 inclusive of the Purchase Conditions apply. In the event of contrariety between the former and latter aforementioned groups of Articles, the provisions of the latter group will prevail.

Article 31. Additional definitions

S. Equipment under Purchase on Approval: Equipment and corresponding parts, as well as equipment-related Medical Devices and/or consumables, which the Supplier consigns to UMC for a period for purchase on approval or trial, or for practical testing, with a view to enabling UMC to evaluate whether the functionality of the equipment and its corresponding parts, as well as

equipment-related Medical Devices and/or consumables, meet UMC's requirements and terms of reference. This includes the goods which fall under the definition provided in Article 1.M.

T. Approval Period: Period or term during which the Equipment under Purchase on Approval is available for visual evaluation or trial at UMC.

Article 32. Procedure

32.1 UMC will provide the Supplier with a written Order for the trial placement and/or placement for approval ("trial placement order or order for approval").

32.2 On the Order, UMC will state when the Approval Period ends, as well as the day on which the Equipment under Purchase on Approval is to be collected if UMC fails to decide to buy the Equipment under Purchase on Approval before that time. Should UMC not have stated a collection date on the Order or if the duration of the Approval Period has not been agreed between the Parties, an Approval Period of four (4) weeks will apply.

32.3 The Parties mutually undertake to deliver the Equipment under Purchase on Approval complete and clean on commencement and termination of the Approval Period.

Article 33. Rights and obligations

33.1 The Supplier will make a sufficient amount of consumable materials available to enable adequate use of the Equipment under Purchase on Approval during the Approval Period.

33.2 All costs of energy supply and use are at UMC's expense. Should consumables and/or medical devices and/or reusables or disposables be required for the correct use of the Equipment under Purchase on Approval, the Supplier will supply such materials on delivery of the Equipment under Purchase on Approval to UMC free of charge, unless otherwise agreed.

33.3 In consultation with the Supplier and at UMC's own expense and responsibility, UMC will ensure that all preparations are made and all infrastructural measures (including the renovations, laying of pipes, construction of walls and installations, etc. required) taken which are required for the placement, commissioning, operation, use and application of the Equipment under Purchase on Approval.

33.4 Only where the Supplier has provided a statement of costs of decommissioning, dismantling and removal of the Equipment under Purchase on Approval in advance, and if UMC decides not to purchase the Equipment under Purchase on Approval at the end of the agreed Approval Period, are these costs charged to UMC, if such has been agreed between the Supplier and UMC in advance.

33.5 Unless otherwise agreed, the Supplier is liable and responsible for necessary and prescribed periodic maintenance, as well as corrective maintenance and equipment checks during the Approval Period. In relation hereto, UMC will provide the Supplier with access to the Equipment under Purchase on Approval. The costs of maintenance are therefore also at the Supplier's expense.

33.6 The Supplier will check the functionality and completeness of the Equipment under Purchase on Approval in advance, and must release the Equipment under Purchase on Approval for use.

33.7 The Supplier is also responsible for delivery of the correct user documentation and, where the Equipment under Purchase on Approval demands, for providing
correct instruction regarding the use of the Equipment under Purchase on Approval. UMC will ensure that the users of the Equipment under Purchase on Approval are available to receive such instruction. The same product liabilities on the part of the Supplier apply to Consignment on Approval or Trial Shipment as to the normal purchasing of goods.

33.8 The Supplier must also provide all the documentation and instructions required in relation to the cleaning of the equipment relating to Purchase on Approval.

33.9 Where applicable, the Supplier must provide UMC with material safety data sheets and decontamination certificate(s).

33.10 The Supplier bears the full risk (of e.g. fire, theft, etc.) in relation to the Equipment under Purchase on Approval for the entire Approval Period unless, during the Approval Period, there has been gross negligence or oversight on UMC's part in its use of the Equipment under Purchase on Approval.

33.11 The Supplier indemnifies UMC fully for all damage to goods or persons which may arise in respect of UMC or third parties during the Approval Period, as a consequence of defects or other demonstrable abnormalities and/or insufficient instruction regarding operation/use and/or which is otherwise the consequence of an attributable failure or in case of an unlawful deed on the part of the Supplier, its personnel, or other people the Supplier has involved in the implementation of the activities.

33.12 Should the Supplier fail to collect the Equipment under Purchase on Approval on the agreed day, the risk remains at the Supplier's expense. Should the Equipment under Purchase on Approval be unavailable to the Supplier at the end of the Approval Period agreed, the risk of fire, theft, etc. is transferred to UMC until the moment that the Equipment under Purchase on Approval is once again available for collection by the Supplier.

33.13 The Supplier is responsible for the insurance of the Equipment under Purchase on Approval during the Approval Period and the transport of such Equipment to and from UMC, and bears the liability described above.

33.14 Consignments on approval do not result in any purchase or other type of obligation (e.g. lease commitments) on UMC's part.

Article 34. Purchasing

34.1 Should UMC decide to purchase the Equipment under Purchase on Approval or any equipment comparable thereto during or after the Approval Period, the provisions of Articles 1 to 23 inclusive of the Purchase Conditions will apply.

34.2 Should UMC purchase the Equipment under Purchase on Approval or comparable equipment within the Approval Period, ownership of the Equipment under Purchase on Approval or comparable equipment is transferred to UMC from the moment that

UMC sends notification of the purchase to the Supplier or (in case of comparable equipment) as soon as delivery thereof has taken place, or in the manner described in the Agreement.

ADDITIONAL CONDITIONS APPLICABLE TO CONSIGNMENT

Article 35. Applicability

35.1 In case of Consignment, in addition to the provisions of Articles 1 to 22 inclusive of the Purchase Conditions, the provisions of Articles 35 to 36 inclusive of the Purchase Conditions and that stated in the Agreement apply. In the event of contrariety between the former and latter groups of Articles mentioned above, the provisions of the latter- mentioned group will prevail.

Article 36. Ownership and risk

36.1 The Supplier remains the owner of the goods on consignment until the moment at which UMC uses or commissions the goods. Ownership is therefore transferred once the goods have been put into use.

36.2 UMC will notify the Supplier in writing as to the date on which it expects to have used or commissioned all goods on consignment.

36.3 On receipt of the notification referred to in Article 36.2, the Supplier replenishes the stocks by the date provided referred to in the previous paragraph at the latest, unless otherwise agreed in writing.

36.4 The Supplier undertakes to insure the Deliverables on consignment until the moment at which the ownership pursuant to paragraph 36.1 has been transferred.

36.5 The Supplier invoices on the basis of the notification of the Deliverables having been put into use by UMC.

36.6 The Supplier may only take back Deliverables provided on consignment following consultation with UMC.

36.7 If, following the putting into use of the Deliverables by UMC, it appears that the Deliverables do not meet the requirements set in relation thereto, the Supplier will meet its obligations as referred to in Article 13 of the Purchase Conditions.

ADDITIONAL CONDITIONS APPLICABLE TO LOAN FOR USE AND RENTAL

Article 37. Applicability

37.1 Where loan for use and rental of Equipment are concerned, in addition to the provisions of Articles 1 to 23 inclusive of the Purchase Conditions, the provisions of Articles 30 to 34 and 37 to 39 inclusive of the Purchase Conditions apply. In the event of contrariety between the former and latter groups of Articles mentioned above, the provisions of the latter-mentioned group will prevail.

Article 38. Additional definitions

U. Rental/Loan for Use Equipment: The equipment agreed upon, including accompanying peripherals, materials and software, where applicable, rented and/or loaned for use to UMC by the Supplier.

V. Rental/Loan for Use Period: The period in which the Rental/Loan for Use Equipment is rented and/or loaned for use to UMC.

Article 39. Loan for use and/or Rental

39.1 The Supplier loans the Rental/Loan for Use Equipment to UMC for use or rents it to UMC for the Rental/Loan for Use Period. The Rental/Loan for Use Equipment is provided to UMC by the Supplier in a good state of repair. The Supplier also provides UMC with instructions regarding the use of the Rental/Loan for Use Equipment and any relevant further training where required.

39.2 For the duration of the Rental/Loan for Use Period, the Supplier is responsible for the proper operation of the Rental/Loan for Use Equipment and will maintain the Rental/Loan for Use Equipment at its own expense, unless agreed otherwise in writing.

39.3 For the duration of the Rental/Loan for Use Period, the Supplier is liable for damage to the Rental/Loan for Use Equipment and the Supplier will insure the Rental/Loan for Use Equipment at its own expense, and continue to insure such equipment, against damage, unless agreed otherwise in writing.

39.4 The installation and/or linkage of the Rental/Loan for Use Equipment in UMC's system may only be done on UMC's instructions.

ADDITIONAL CONDITIONS APPLICABLE TO IT DELIVERABLES OR TO IT COMPONENTS OF THE DELIVERABLE

Article 40. Applicability

40.1 Where IT Deliverables or Deliverables containing IT components are concerned, in addition to the provisions of Articles 1 to 23 inclusive of the Purchase Conditions, the provisions of Articles 40 to 46 inclusive of the Purchase Conditions and that stated in the Agreement apply. Articles 30 to 39 inclusive of the Agreement apply where loan for use, rental or consignment is involved. In the event of contrariety between the former and latter groups of Articles mentioned above, the provisions of the latter- mentioned group will prevail.

Article 41. Additional definition

W. IT Deliverable: all goods and/or services in the area of IT which are supplied or offered to UMC by the Supplier, regardless of whether the Deliverable is comprised of IT or if IT is only part of the Deliverable, such as:

a) the supply, conversion, installation, implementation, maintenance, repair and manufacture of - and provision of advice on - software, system software, hardware (including medical equipment in which the aforementioned software comprises an important component) or IT systems (and any parts of the foregoing list), as well as accompanying materials, resources, replacement parts and documentation,
b) the provision of software licences and/or intellectual property rights to the IT Deliverable,
c) the maintenance and hosting of networks and websites,
d) the provision of telecommunication services,
e) the registration (including that undertaken by third parties) of domain names,
f) the design of websites and web applications,
g) Update(s): Changes and/or modifications and/or updates to the Deliverable, whether in terms of software or hardware, for the purpose of maintaining and/or improving its technical functioning in accordance with the agreed specifications, for the purpose of increasing operational reliability and occupational safety. Updates are provided by the Supplier free of charge,
h) Upgrade(s): Generally, innovations in and/or modifications to the functionality of the Deliverable, either in terms of software and hardware. The Supplier will supply and implement all available Upgrades which are made mandatory for UMC by the Supplier and Upgrades which are mandatory in the context of security requirements and in relation to legislation concerning the Equipment to UMC for the duration of the Equipment free of charge. This will be done in consultation with UMC.

Article 42. Quality/warranty/updates and upgrades

42.1 In addition to that stated in Article 11, the Supplier warrants in relation to the IT Deliverable that:

a) the IT Deliverable also satisfies the conditions set in this Article in case of peak load,
b) the IT Deliverable is efficient, coherent and sound,
c) the IT Deliverable may be used without modification and is and will remain fully compatible in combination with UMC's existing IT environment,
d) the IT Deliverable contains no other security measures or functions or, where IT Deliverables are concerned, foreign elements (such as, but not limited to, logic bombs, viruses and worms, hidden keys, Trojan horses or other obstacles or contaminants) than those referred to in the documentation.
e) new upgrades and free updates (including security updates) will be issued in relation to the IT Deliverable, and the possibility of delivery includes the reasonable pricing of (equivalent, exchangeable and functionally matching) parts, components, extensions and upgrades, as was available (and/or announced) at the time the Agreement was signed. UMC is authorised though not obliged to put the new upgrades and updates into use. The implementation of Updates and Upgrades may only take place with UMC's written consent. Non-embedded Software clause: all Upgrades concerning the operating system (incl. Windows, Unix, etc.) are included in the purchase price and are supplied and implemented by the Supplier free of charge for the lifetime of the Equipment, following written approval of or on behalf of UMC. UMC is not obliged to do this.
f) the quality and capacity of any third party engaged by the Supplier will at least equal those of the Supplier,
g) the Supplier will observe all other warranties customary to its sector which a professional and conscientious supplier might be expected to observe in the given circumstances, in due observance of normal caution and with normal professional knowledge in the exercising of its profession.

42.2 Without prejudice to the provisions of paragraph 42.1, the Supplier also warrants that defects in the IT Deliverable will be remedied at the Supplier's expense for 24 months following acceptance. In these additional conditions, "defects" are defined as: the IT Deliverable's failure to meet the agreed specifications (or to do so fully), or the IT Deliverable's failure to function properly in some other way. Should the IT Deliverable fail to meet the conditions stated in Article 11 and paragraph 42.1 within a period of 24 months from delivery (or within the warranty period applied by the Supplier, where this is longer), on UMC's demand and at the Supplier's own costs, the Supplier will repair or replace the IT Deliverable as quickly as possible and within no more than two (2) weeks, without prejudice to the other rights accruing to UMC under the Agreement or any further agreement (including maintenance agreements) ensuing therefrom. Should the IT Deliverable be replaced or repaired pursuant to this Article, a twelve (12)-month warranty period commences, provided that the end of this period falls after the expiry of the 24-month period. Should the Supplier be of the opinion that UMC is not entitled to rely on the warranty provisions because a non-functioning function or component does not fall under the features covered under the warranty or because a defect may be ascribed to other causes which may not be attributed to the Supplier, the burden of proof in relation hereto lies with the Supplier.
Should the Supplier fail to meet its obligations to repair defects in a timely manner, without prejudice to its other rights, UMC is entitled, having provided prior written notification, to remedy such defects itself (or to have a third party do so) at the Supplier expense. The Supplier is obliged to render its assistance in this matter. In such case, the Supplier is obliged to provide the information required for that purpose on demand.

42.3 Where such modifications occur, the Supplier must change the software in response hereto within the foreseeable future, no later than the statutory term within which the change to the relevant legislation is to take effect. The cost apportionment will be made by agreement.

Article 43. Documentation

43.1 The Supplier will provide UMC with a sufficient number of copies of documentation in respect of the IT Deliverable. This documentation must:

a) be in Dutch, unless otherwise agreed,
b) provide a correct, complete and detailed description of the IT Deliverable and its functions,
c) enable UMC (and its users) to test (or have third parties test)
d) and maintain (or have third parties maintain) the IT Deliverable, and make use of all possibilities the IT Deliverable offers in a simple way.

The documentation must always be provided in a timely manner, prior to or at the time of delivery of the IT Deliverable (or test versions thereof).

43.2 The Supplier will ensure that the documentation it provides will be replaced, changed or modified as quickly as possible at its own expense if at any time during UMC's use of the IT Deliverable it should appear that the documentation contains incorrect information or is incomplete, inadequate, unclear or obsolete in any other way.

Article 44. Delivery, Implementation/Installation and Acceptance Test

44.1 The Supplier will deliver the IT Deliverable to UMC in accordance with the time frame stated in the Agreement, and will receive a proof of receipt on doing so.Unless UMC expressly indicates its intention to carry out the implementation and installation itself, these will take place in accordance with the time frame set out in the Agreement. The Supplier will ensure that the IT Deliverable is implemented or installed in cohesion with the IT environment already present at UMC.

44.2 As part of the implementation and installation, the Supplier will carry out an internal company test, with the aim of enabling the Supplier to determine for itself whether the IT Deliverable functions adequately, both in terms of its individual components and as a whole. When the Parties are satisfied that the implementation and installation has been completed, the Parties will draw up and sign a proof of implementation and installation. This proof is without prejudice to the provisions of the Agreement and these Purchase Conditions with regard to acceptance and warranty. Unless agreed otherwise in writing, the acceptance test will be drawn up by the Supplier and submitted to UMC in a timely manner. The acceptance test applies to all parts of the IT Deliverable.

44.3 Immediately after the acceptance test, a report will be drawn up and signed by the Parties, in which any defects in the IT Deliverable will be set out. These defects will be remedied by the Supplier and at the Supplier's own expense within a reasonable term, to be fixed by agreement, of no more than two (2) weeks. Thereafter, a second acceptance test will be carried out. Should the IT Deliverable then once again be rejected by UMC, UMC may terminate the Agreement for breach extrajudicially without any notice of default being required with immediate effect and/or demand compensation, without prejudice to the right to demand full performance at a later date.

44.4 Defects deemed by UMC to be minor in nature will not hinder acceptance, without prejudice to the Supplier's obligation to repair such defects as quickly as possible free of charge. Acceptance of the IT Deliverable does not prejudice UMC's other rights.

44.5 Without prejudice to the provisions of Article 8 of these Purchase Conditions, if the IT Deliverable consists of hardware, ownership of that hardware is transferred to UMC following acceptance by UMC in accordance with the provisions of this Article.

Article 45. Intellectual property and/or other rights (including those comparable to intellectual property rights)

45.1 Without prejudice to the provisions of Article 17 of these Purchase Conditions, if intellectual property rights and/or other rights (including those comparable to intellectual property rights) are vested in the Supplier or third parties, the Supplier undertakes to automatically and immediately grant (or have a third party grant) UMC a non-exclusive licence for use (or sub-licence for use) that is not subject to termination, without UMC being required to pay the Supplier any additional costs for this. Insofar as this concerns an IT Deliverable in respect of which the Supplier holds the intellectual property rights and/or other rights (including those comparable to intellectual property rights), the Supplier declares itself prepared to enter into an escrow agreement on UMC's demand in respect of the source code of this IT Deliverable, with a company located in the Netherlands to be designated by UMC, which is specialised in software source code escrow, under as yet to be agreed written conditions.

45.2 In departure from the provisions of paragraph 45.1 of these Purchase Conditions, all intellectual property rights and/or other rights (including those comparable to intellectual property rights) to an IT Deliverable developed specifically for UMC, including software, the source code and the materials and documentation required for use and maintenance, are vested in UMC and, where these are (or will be) vested in the Supplier, they are (or will be) transferred to UMC on signature of an Agreement by the Supplier, which transfer is (or will be) accepted by UMC immediately on the creation of such rights. Where a further deed or other formalities must be completed in order for such rights to be transferred, the Supplier irrevocably authorises UMC to draw up such a deed and to sign it on behalf of the Supplier, and to complete these formalities, in part on behalf of the Supplier, without prejudice to the Supplier's obligation to provide its assistance with the transfer of such rights at UMC's earliest request, without the Supplier's being able to set any additional conditions. In doing so, the Supplier waives all personality rights accruing to it in respect of UMC, to the extent that the applicable regulations permit such waiver.
The Supplier warrants that its own employees and contractors will waive any personality rights in respect of the Supplier accruing to them under the employment contracts between such employees and the Supplier and the contracts for the provision of services between such contractors and the Supplier to the extent that the applicable regulations permit such waiver.

45.3 Unless the Parties agree otherwise, the Supplier will make available the source code of the IT Deliverable developed for UMC referred to in paragraph 45.2, on presentation of the first version thereof for acceptance or on UMC's demand. Whenever modifications to the IT Deliverable lead to changes to the source code, the modified source code will be provided to UMC. The ownership of the carrier of the source code will automatically be transferred to UMC at the time of its provision to UMC.

45.4 UMC is entitled to make a number of back-up copies of the software provided by the Supplier. Where UMC is not in a position to

do so due to security measures, the Supplier will provide UMC with a number of back-up copies free of charge on demand.

45.5 Where the Supplier itself does not hold the intellectual property rights to the IT Deliverable it is to provide to UMC, the Supplier will notify UMC of this clearly and in a timely manner prior to the conclusion of the Agreement, and the Supplier will warrant that it has acquired the entitlement from the entitled party to present to UMC the IT Deliverable in question and the corresponding documentation under a sub-licence, where the provisions of paragraph 45.1 of these Purchase Conditions apply mutatis mutandis and, where applicable, to maintain and modify the IT Deliverable on behalf of UMC.

45.6 The Supplier warrants that the IT Deliverable will infringe neither fully or partially any intellectual property right or any comparable right of any third party. The Supplier indemnifies UMC against all third party claims (and threats to claim) in respect of potential infringement(s) of intellectual property rights and/or other rights (including those comparable to intellectual property rights) of those third parties. In addition to the indemnity referred to in paragraph 17.3, where use of the IT Deliverable delivered by the Supplier to UMC is prohibited in connection with the infringement of the intellectual property rights and/or other rights (including those comparable to intellectual property rights) of third parties, should UMC so desire, the Supplier will, as quickly as possible and at its own expense:

a) obtain a right for UMC to use the IT Deliverable in question;
b) modify the IT Deliverable such that no further infringement is made of third party rights;
c) replace the IT Deliverable in question with an equivalent IT Deliverable of at least the same functionality, which does not infringe third party rights;
d) take back the IT Deliverable in return for repayment of all costs paid for the IT Deliverable and its implementation, without prejudice to UMC's remaining rights, including the right to terminate the Agreement for breach, and the right to compensation (including additional compensation).

45.7 The transfer of any intellectual property rights and/or other rights (including those of a comparable nature) to UMC cannot be undone on termination of the Agreement. Insofar as, in accordance with the Agreement, UMC has not acquired the intellectual property rights and/or other rights (including those comparable to intellectual property rights) to the IT Deliverable, on termination of the Agreement, UMC is entitled to continue to use the IT Deliverable on the basis of the licence obtained, unless it has been established in court that UMC has failed attributably to perform its obligations under the Agreement.

Article 46. Support and Maintenance

46.1 The Supplier will familiarise UMC and its IT Deliverable users with the use of the IT Deliverable. The support will be provided by experts who are competent and suited to this purpose, and where possible, by experts who have previously been/are involved in the implementation and/or installation. For the duration of the Agreement, the Supplier is also prepared to provide, and capable of providing, UMC personnel with training in the use of the IT Deliverable at negotiable, reasonable rates and under negotiable, reasonable conditions.

46.2 The Supplier declares its preparedness to maintain the IT Deliverable on UMC's demand, and to enter into a maintenance agreement with UMC to this end. At UMC's request, the Parties will enter into consultation on the conclusion of one or more service level agreements (SLAs), in which concrete achievements ('service levels') in relation to the IT Deliverable and the maintenance to be carried out are set out, and in which sanctions are included for failure to achieve the service levels agreed.

46.3 At minimum, the maintenance includes:

a) the provision of user support,
b) the maintenance of the IT Deliverable by taking appropriate preventative measures with the purpose of promoting the capacity of the IT Deliverable to function for the duration of the Agreement in accordance with the Agreement,
c) the detection and remedying of breakdowns and defects as quickly as possible,
d) the modification of the IT Deliverable following UMC's written consent in order to increase the reliability thereof,
e) change functions, add new functions and/or solve problems with the use thereof,
f) the regular issuing of new upgrades and releases of the IT Deliverable.

UMC is not obliged to always implement the latest upgrade or release of the IT Deliverable delivered. UMC is not obliged to implement each latest upgrade or release of the IT Deliverable delivered.

46.4 The maintenance begins once the warranty period pursuant to paragraph 42.2 has expired.

46.5 Should no maintenance agreement have been agreed, UMC is entitled to carry out maintenance work in respect of the IT Deliverable in house, or to have such work carried out by a third party. The Supplier will provide its unconditional assistance in this, among other things by providing the required information and resources.

Article 47. Remote access

47.1 Where, in case of Deliverables (including those concerning maintenance), the Supplier has remote digital access to UMC systems, the Supplier will comply with all instructions imposed by UMC, and also all applicable legislation, including the GDPR and other privacy legislation. The Supplier will not perform any activities without UMC's prior instruction or orders.

47.2 Should the Supplier use IT resources and administration and system accounts (or other technical resources) to which UMC has provided it with access, the Supplier will not use these for purposes other than delivering the Deliverable. The Supplier will keep any passwords secret and secure these sufficiently, limiting the group of individuals with access to the passwords to those who require access to implement the Deliverable.

47.3 The Supplier agrees in advance to UMC's being able to carry out logging activities and/or session recordings with a view to audits and compliance with legislation.