

GENERAL TERMS AND CONDITIONS OF SALE ALLMEDICS BV

These Terms of Sale apply to all sales and all products delivered by Allmedics bvba ("Seller") to the entity listed on the front of the order ("Buyer"), unless otherwise agreed in writing:

ACCEPTANCE AND FULL AGREEMENT - Buyer's order shall be binding only upon written acceptance by Seller's duly authorised representative(s). Only the terms and conditions of sale stated herein are valid. Together with the information overleaf, they constitute the entire agreement (the "Agreement") between the parties and cannot be amended or modified except by written acceptance of amendment or modification duly signed by each party. The parties agree that with respect to the products sold hereunder, there are no oral or written agreements, representations or warranties (including those express or implied as a result of prior transactions) between the parties except as set out herein. The terms and conditions set out in Buyer's correspondence with Seller or attached to such correspondence, including, but not limited to, Buyer's purchase orders the terms of which are hereby rejected, shall in no way apply to these terms and conditions, and in no event shall these Buyer's terms and conditions or any other terms and conditions be deemed valid exceptions to the provisions of these terms and conditions. These terms and conditions take precedence over all past trade usage and performance. Such trade custom and past performance shall not be used to interpret these terms and conditions.

SHIPMENT - Shipping dates are approximate only and are not guaranteed. The Seller will make every effort to carry out the shipment as scheduled and has the right to make partial shipments. The Seller cannot be held liable for any loss or damage resulting from late delivery.

EXPORT - If the products ordered are to be exported from the Seller's country, the shipping dates quoted are subject to receipt of all necessary export documents and approvals. Regardless of the final destination, prices quoted are based on packaging for domestic shipments, unless otherwise stipulated in writing. In case of export of the products, the Buyer agrees to inform the Vendor in writing of the final destination and identity of the end user prior to shipment. Seller reserves the right to refuse to accept or execute any order and to cancel any order placed pursuant to this Agreement if Seller determines, in its sole discretion, that accepting the order or executing the transaction in view of the order might violate applicable laws or regulations of the United States or any other government and/or Seller's position. Buyer agrees that any such refusal or cancellation of an order or termination by Seller as described above shall not constitute a breach of Seller's obligations under this Agreement and Buyer hereby waives any and all claims against Seller for damages, costs or expenses, including but not limited to third party claims, loss of profits and revenue, loss of or damage to goodwill and/or similar damages, loss of anticipated savings, or increased costs or for indirect or special damages or consequential damages, or pure economic loss, costs, claimed damages, costs or expenses howsoever arising, that the Buyer may incur as a result of the refusal or cancellation of any order or the termination of this Agreement.

PRICES - Unless otherwise stated in writing, prices quoted are exclusive of sales taxes, use taxes, excise duties, VAT and other similar taxes imposed by the government. Buyer shall pay such taxes directly if permitted by law or reimburse Seller if Seller is obliged to pay them. Buyer shall provide proof of exemption from taxes or proof of payment of taxes upon request. The quoted price is based on the cost of raw materials, wages, shipping costs, freight costs, insurance premiums, unloading costs and unloading duties, railway charges and pick-up and delivery charges in force on the date on which an agreement, acceptance, confirmation, quotation or quotation is made. Increases in these costs after this date and prior to the performance of the Agreement shall be borne by the Buyer.

PAYMENT - The standard payment term in Belgium and the Netherlands is net 15 (fifteen) days from the invoice date and for all other countries a prepayment is required. If payment is not made within this period or contact, Seller reserves the right to require payment at Buyer's expense and prior to shipment or to require the issue of an irrevocable letter of credit satisfactory to Seller. All amounts not paid by the due date shall bear interest at 12% per annum or the highest rate permitted by law (whichever is lower) on a daily basis from the date of shipment to the date of payment. If a dispute exists as to whether the Products are in accordance with the Contract and whether the Seller has allegedly failed to properly perform an obligation, the Buyer undertakes, notwithstanding the existence of such dispute, not to withhold any payment due and to pay all amounts due to the Seller when due. In the event of a dispute, the Buyer's options are limited to bringing a claim against the Seller for the refund of all or part of the payment made by the Buyer to which the dispute relates.

SOLVABILITY - The Buyer's order is deemed to be a declaration by the Buyer that it is solvent and able to pay for the products ordered. If the Buyer has not paid by the due date, or if steps have been taken regarding bankruptcy or insolvency (including court actions) by or against the Buyer, or if the Buyer signs a deed of assignment or transfer in favour of creditors, the Buyer shall be deemed to be in default and the Seller shall have the right to terminate its obligations immediately by written notice to the Buyer. In this case, the termination provisions below shall apply.

CANCELLATION - Products ordered and purchased may not be returned. Except in exceptional cases and after mutual agreement with the CEO and with the prior written consent of the Seller. Orders placed with the Seller and accepted by the Seller cannot be cancelled unless the Seller gives written consent before shipment and the Buyer agrees to the Seller's cancellation charges which protect the Seller against all costs and losses. The Seller reserves the right to cancel any sale made under this Agreement without liability to the Buyer (subject to refund of any amounts already paid) if the production or sale of the products becomes or has become technically or economically impossible.

PRODUCTION - The Vendor reserves the right, without any obligation to the Buyer, to interrupt the production of the products sold in accordance with these conditions of sale and/or to adapt or change their design and/or composition.

LAW AND DISPUTES - These terms and conditions of sale shall be governed by the law of the jurisdiction in which the seller is established, excluding the application of the Vienna Convention on the Sale of Goods. All disputes arising from these terms and conditions of sale shall be settled as follows:

- For agreements with Buyers located in Seller's jurisdiction, objections, disputes or disagreements shall be settled exclusively by the courts of Seller's jurisdiction; and

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- For agreements with all other Buyers, any objection or dispute or disagreement shall be settled exclusively in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators. The arbitration shall take place in Brussels, Belgium, the arbitration proceedings shall be conducted in English and the arbitration shall be final and binding on the parties.

CONTROL - All products must be checked within five (5) calendar days of receipt. If damage is found, a claim must be submitted to the carrier. A full report of the damage must be forwarded to the Seller, who can then arrange for repair or replacement. If the buyer does not comply with these requirements, the buyer can no longer make a claim to the Seller for visible damage to the products.

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OWNERSHIP AND RISK - The products remain the express property of Seller until Seller has received full payment from Buyer. Pending Seller's receipt of full payment, Buyer shall store the products in such a manner that they are kept in the same condition in which they were delivered, can be identified as Seller's property at any time, and are stored separately from Seller's other goods. Notwithstanding this provision, the risk of the products passes to the Buyer upon delivery.

WARRANTY - All products manufactured by Seller are warranted to be free from defects in material and workmanship and to meet all specifications listed on the reverse of this document, provided the products have been paid for and properly installed, used and maintained. If no specifications are listed, Seller warrants that the products comply with the existing specifications published by Verkooper. The warranty period depends on the manufacturer's warranty conditions. Each manufacturer and product has a different warranty condition. The warranty does not apply to products or parts manufactured by companies that are not part of the Seller's group of companies, or to products that have been improperly used or installed or show corrosion, or to products that have been disassembled, modified or repaired by unauthorised persons. The Buyer must notify the Seller in writing of the defect within the warranty period. The Verkooper's liability is limited exclusively to the repair or modification of products returned to the Seller's factory for this purpose, including replacement of defective parts, or, at the Seller's option, refund to the Buyer of the purchase price of the defective product. The cost of packaging, crating and transport to and from Seller's factory shall be borne by Buyer. At the Buyer's request, the Verkooper shall make all reasonable efforts to carry out the warranty at the Buyer's premises, provided that the Verkooper shall pay the Seller's then current rates for on-site repair and related travel and accommodation expenses. If a defect is caused by improper installation, improper maintenance or improper use or by abnormal conditions of use, the repair shall be carried out at the normal rates.

Procedure in case of defects:

A. The Buyer must notify the Seller in writing of the defect within the warranty period, specifying the model number of the product, the serial number and the nature of the defect. Upon receipt of this information, the Buyer will receive details of repair or shipment.

B. Upon receipt of shipping instructions from Seller, Buyer will ship the product with prepayment of shipping costs. If the product or defect is not covered by warranty, an estimate of the cost will be provided before the work begins.

THE SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SELLER ALSO DISCLAIMS ALL WARRANTIES IN RELATION TO ADDITIONAL SERVICES PROVIDED.

CONTAMINATION - To the extent negligent, Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, expenses, claims and all other costs or claims (including but not limited to statutory damages and fines clean-up costs or other costs of resolving or controlling the contamination in question or legal engineering or other professional fees) arising from the contamination, contamination or other loss or damage to the environment or natural resources resulting from the presence of goods or services provided by the Seller under the Sales Agreement, regardless of the cause.

CONFIDENTIALITY - The Buyer agrees that all drawings, prints and other technical material supplied by the Seller to the Buyer and prepared either by the Seller or by third parties working for the Seller under an agreement contain information that constitutes trade secrets and confidential know-how with commercial value to the Seller or third parties working for the Seller under an agreement. The Buyer agrees (a) to keep such information confidential, (b) not to disclose such information to any other person, business department or other entity, except in those cases where such disclosure is required by a court order or other legal provision or measure, in which case the Buyer shall give the Seller prior written notice of such disclosure, (c) to use such information only for products provided hereunder and (d) not to sell, lease, loan or permit the use of such information to any other person, business division or other entity for any purpose without the prior express written consent of Seller. No information in this Agreement restricts the use of information that is available to the general public or has been disclosed by Buyer on a general basis. Buyer agrees to indemnify Seller for any damages caused by Buyer's breach of this provision.

INTELLECTUAL PROPERTY RIGHTS - All patents, copyrights, designs, drawings and other technical or commercial information pertaining to the products, including any software provided by Seller in connection with any proposal, quotation or the contract, as well as all intellectual property rights stated by Seller therein or obtained before or during the preparation of the proposal or quotation or during the preparation of the contract, are and shall remain the exclusive property of Seller.

If any action, suit or proceeding for infringement of intellectual property rights is brought or, in Seller's opinion, might be brought in respect of any product supplied to Buyer, Seller shall, at its option and expense, (i) have the right to allow Buyer to use the product lease or sell the product, (ii) replace the product, (iii) modify the product, or (iv) take back the product and refund the purchase price paid by Buyer, less a reasonable amount for use, damage or disuse of the product. Seller shall not be liable for violations arising from combining products or the use of a product during litigation. In no event shall Seller's entire liability to Buyer exceed the purchase price paid for the product allegedly infringed. Buyer agrees to protect and defend Seller at its expense against any claim relating to infringement of any intellectual property right allegedly arising out of Buyer's designs, specifications or manuals, and to indemnify Seller for damages, costs and expenses that would be awarded in any such claim.

LIABILITY AND INSURANCE - Buyer agrees to defend, indemnify and hold Seller (and its commercial agents, representatives, servants, managers and directors, related companies, successors, assigns and customers) harmless from and against any and all claims demands, statutory damages and liability claims (including court costs and incidental and consequential damages) arising from injuries (including death) to persons or damage to property resulting from any act or omission of

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the Buyer, its commercial agents, servants or subcontractors.

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LIMITATION OF LIABILITY - EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR A BREACH OF AN OBLIGATION DEEMED TO BE A MATERIAL OBLIGATION UNDER THE CONTRACT, THE SELLER SHALL NOT BE LIABLE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, AND IN NO EVENT MAY ANY CLAIM BE MADE AGAINST THE SELLER. IN ANY EVENT, THE SELLER'S LIABILITY SHALL NOT EXCEED THE AGREED PRICE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT HE WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE SELLER CANNOT BE HELD LIABLE FOR THE CONSEQUENCES OF USING THE MEDICAL INSTRUMENTS AND DEVICES PURCHASED FROM ALLMEDICS OUTSIDE THE FORMALLY INDICATED APPLICATIONS AND AREAS OF EXPERTISE ('OFF-LABEL USE'). FOR EXAMPLE, THE "INTRA-LOCK INTRASPIN L-PRF CENTRIFUGE" IS INDICATED FOR DENTAL, ORAL AND MAXILLOFACIAL APPLICATIONS. ANY OFF-LABEL USE IS THE FULL AND SOLE RESPONSIBILITY OF THE PHYSICIAN.

WHEN PERFORMING OPERATIONS RELATED TO THE APPLICATION AND USE OF THE MEDICAL INSTRUMENTS AND DEVICES, THE BUYER MUST TAKE INTO ACCOUNT THE NATIONAL LEGISLATION IN THE COUNTRY OF APPLICATION REGARDING AUTHORISED PERSONS TO PERFORM THESE OPERATIONS, SUCH AS - BUT NOT LIMITED TO - TAKING BLOOD SAMPLES FROM PATIENTS FOR APPLICATION OF "L-PRF" TREATMENT. THE SELLER CANNOT BE HELD LIABLE FOR VIOLATIONS OF APPLICABLE LEGISLATION, OF WHICH THE BUYER SHOULD BE AWARE.

WAIVER OF WAIVER - Seller's failure to exercise any right, power or privilege hereunder or to do so in a timely manner shall never constitute a waiver of waiver. Nor shall any separate or partial exercise of any right, power or privilege under this Agreement preclude any future exercise of the same right, power or privilege.

VALIDITY OF PROVISIONS - Should any provision or part of any provision of these Terms of Sale be found invalid, void or otherwise unenforceable, the remaining part or parts of the provision in question and/or the remaining provisions of this Agreement shall remain in full force and effect.

SUSPENSION - If the Buyer has not paid or fulfilled any of its other obligations under this Agreement on the due date, the Seller shall have the right to suspend the performance of the Agreement until the payment or obligation has been fulfilled.

TERMINATION - The Seller shall have the right to terminate the Agreement if the Buyer fails to perform one or more of its obligations under this Agreement and does not cure such default within twenty-eight (28) calendar days after receipt of notice of such default by the Seller, or if the Buyer becomes bankrupt, is placed in receivership or administration or enters into a voluntary agreement with any of its creditors. Any termination of the Contract under these provisions shall become effective by service of written notice of termination on the other party. Upon termination for any reason, Seller shall have the right to immediately suspend all further deliveries under the Agreement without liability to Buyer. Within fourteen (14) days of such notice of termination for any reason, Buyer shall make further payments to Seller:

- The outstanding balance of the price of the Agreement for products delivered and for products ready for delivery at the time of termination,
- The costs incurred or incurred by the Seller up to the date of the notice of termination in connection with work on products that were not ready for shipment at the time of the notice of termination, plus a reasonable margin agreed by the parties but not less than 15 per cent, and
- The costs that the Seller has reasonably incurred as a result of the termination.

However, this obligation shall not apply to defective or delayed products for which the Buyer has terminated the contract as a result of the Seller's continued failure to remedy the defect or delay.

STORAGE - If the Buyer fails to take delivery of the products within seven (7) days of notification that the products are ready for shipment, the Seller shall have the right to store the products on behalf of and at the expense of the Buyer. In this case, the Seller shall be deemed to have delivered the products to the Buyer in storage, with the Seller being entitled to bring against presentation of the warehouse receipt in lieu of a waybill or similar document required under this Agreement. Risk shall pass to the Buyer upon storage, but transfer of ownership shall only take place in accordance with the above provision on transfer of ownership.

AMENDMENTS - Unless otherwise specified in the Agreement, nothing in the Agreement may be changed unless the Seller and Buyer agree in writing. If a change results in the Seller incurring more or less costs or requiring more or less time to carry out the Agreement, the price of the Agreement and/or the schedule shall be adjusted accordingly. The Seller is not obliged to accept a change if the change, including changes already made, reduces or increases the net price of the Agreement by more than 15%.

GENERAL - The headings in this agreement are for information purposes only and do not in any way affect the meaning or interpretation of this Agreement.

Without Seller's prior written consent, Buyer shall not have the right under this Agreement to assign and/or transfer its rights or delegate its obligations.

The Buyer warrants that the person signing this document on his/her behalf has the necessary and legal authority to bind the Buyer.