

KUPNÍ SMLOUVA

uzavřená dle § 2079 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, mezi:

Univerzita Karlova, 3. lékařská fakulta

se sídlem: Praha 10, Ruská 87, Česká republika

IČ: 00216208

DIČ: CZ00216208

bankovní spojení: 22734101/0100

Komerční banka, a.s., Vladivostocká 2, 100 00 Praha 10

SWIFT: KOMBCZPPXX

IBAN: CZ3001000000000022734101

zastoupena:

Prof. MUDr. Petrem Widimským, DrSc. (děkan)

(dále jen jako „kupující“)

a

CD Leycom

se sídlem: **Asveldweg 2**

7556 BP Hengelo, The Netherlands

IČ: 27163381

DIČ: NL800104560B01

bankovní spojení: Rabobank

SWIFT: RABONL2U

IBAN: NL60RABO0134225635

zastoupena: Patrickem Sullivanem

(dále jen jako „prodávající“)

Prodávající a kupující jsou dále označeni též jako „smluvní strana“ či společně jako „smluvní strany“.

I. Předmět smlouvy

1. Na základě této smlouvy se prodávající zavazuje dodat kupujícímu přístroj s názvem **INCA PV Loop Systém + Procart for INCA + INCA PV Systém Training** dle cenové nabídky č. **00001550** ze dne **14/06/2022** a katetry **CA-71103-PL PV**

PURCHASE CONTRACT

concluded pursuant to § 2079 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended, between:

Charles University Third Faculty of Medicine

with registered office at Ruská 87, Prague 10, Czech Republic

ID: 00216208

TAX ID: CZ00216208

bank:

Account No: 22734101/0100

Bank Address: Komerční banka, a.s., Vladivostocká 2, 100 00 Praha 10

SWIFT: KOMBCZPPXX

IBAN: CZ3001000000000022734101

represented by:

prof. MUDr. Petr Widimský, DrSc. (Dean)

(hereinafter referred to as "the Buyer")

and

CD Leycom

with registered office at **Asveldweg 2**

7556 BP Hengelo, The Netherlands

ID: 27163381

TAX ID: NL800104560B01

bank: Rabobank

SWIFT: RABONL2U

IBAN: NL60RABO0134225635

represented by: Patrick Sullivan

(hereinafter referred to as "the Seller" or "the Supplier")

The Supplier and The Buyer hereinafter also referred to as "the Contracting party" or together as "the Contracting parties".

I. The subject of the Contract

1. Under this contract, the Supplier undertakes to supply the Buyer with a device called **INCA PV Loop Systém + Procart for INCA + INCA PV Systém Training** pursuant to quotation No. **00001550** from **14/06/2022** and catheters **CA-71103-PL PV Loop Catheter** pursuant to

Loop Catheter dle cenové nabídky č. **00001574 ze dne 18/07/2022** (dále jen jako „zboží“) a převést na kupujícího vlastnické právo ke zboží. Přesná specifikace zboží je uvedena v přílohách č. 1 a č. 2 této smlouvy. Spolu se zbožím budou kupujícímu předány také doklady potřebné pro řádné užívání zboží, tj. zejména návod k použití zboží v anglickém jazyce, záruční list, apod.

2. Kupující se na základě této smlouvy zavazuje zaplatit prodávajícímu za dodané zboží kupní cenu specifikovanou v čl. II. této smlouvy.

II. Kupní cena zboží

1. Kupní cena zboží činí **70.600 €** bez DPH. V kupní ceně za zboží je zahrnuto dodání zboží kupujícímu do místa plnění, uvedení přístroje do provozu, předání všech dokladů potřebných pro jeho řádné užívání a zaškolení obsluhy zboží.

2. Kupní cena předmětu smlouvy bude kupujícím uhrazena na základě daňového dokladu (faktury) vystaveného prodávajícím.

3. Prodávající je oprávněn vystavit fakturu až po řádném dodání zboží kupujícímu, jeho uvedení do provozu, předání všech dokladů potřebných pro jeho řádné užívání (čl. I. odst. 1 této smlouvy), zaškolení obsluhy zboží a podpisu protokolu o předání zboží oběma smluvními stranami.

4. Faktura je splatná do 30 dnů ode dne jejího doručení kupujícímu, a to na bankovní účet prodávajícího, který je uveden v záhlaví této smlouvy.

5. Nezaplatí-li kupující prodávajícímu kupní cenu zboží řádně a včas, zavazuje se kupující zaplatit prodávajícímu úrok z prodlení ve výši 0,05 % z kupní ceny za každý den prodlení, a to až do úplného zaplacení dlužné částky.

quotation No. **00001574 from 18/07/2022** (hereinafter also referred to as "the Goods") and to transfer to the Buyer the title to the Goods. The exact specification of the Goods is in the Annexes No. 1 and No. 2 of this contract. Along with the Goods the Buyer will also be handed over documents necessary for the proper use of the Goods, i.e. in particular the instructions for the use of the Goods in English language, warranty card, etc.

2. Under this agreement the Buyer shall pay the Seller for the Goods the purchase price specified in Art. II. of this contract.

II. The purchase price

1. The purchase price of the Goods amounts to **€ 70.600** VAT excluded with shipping cost to Prague. The purchase price for the Goods includes delivery to the Buyer to the place of performance, putting the device into operation, handing over of all documents necessary for its proper use and operator training catalogue.

2. The purchase price of the subject of the contract will be paid by the Buyer on the basis of a tax document (invoice) issued by the Supplier.

3. The Supplier is entitled to issue the invoice after the proper delivery of the Goods to the Buyer, its commissioning, handing over of all documents necessary for its proper use (Art. I para. 1 hereof), training of an operator of the Goods and signing of the protocol on handing over the Goods by both contracting parties.

4. The invoice is due within 30 days of its delivery to the Buyer, on the Seller's bank account, which is in the heading of this contract.

5. If the Buyer fails to pay to the Supplier the purchase price of the Goods properly and in time, the Buyer agrees to pay to the Supplier the interest on arrears amounting 0,05 % of the purchase price for each day of delay, until the full payment of the amount owed.

III. Doba a místo plnění

1. Prodávající se zavazuje předat zboží kupujícímu nejpozději do 8ti týdnů od podpisu kupní smlouvy. Přesné datum předání bude určeno na základě dohody mezi prodávajícím a kupujícím. Za předání zboží se považuje jeho dodání na adresu sídla kupujícího, dále pak jeho uvedení do provozu, předání všech dokladů potřebných pro jeho řádné užívání (čl. I odst. 1 této smlouvy), zaškolení obsluhy předmětu smlouvy a podpisu protokolu o předání zboží oběma kupními stranami.

2. Protokol o předání zboží bude obsahovat potvrzení kupujícího o tom, že byl ze strany prodávajícího seznámen s návodem k použití zboží.

3. Kontaktní osobou a odpovědným zaměstnancem kupujícího je pro účely této smlouvy včetně převzetí předmětu plnění určen doc. MUDr. Ing. Karol Čurila, Ph.D., tel. +420 777 869 171, e-mail: karol.curila@lf3.cuni.cz

4. Kontaktní osobou prodávajícího je pro účely této smlouvy včetně předání předmětu plnění určen Mr. Dinant Goorhorst tel. +31 611 351 256 e-mail d.goorhorst@cdleycom.com.

III. The payment

1. The Supplier shall deliver the Goods to the Buyer within 8 weeks from the signing of the purchase contract. The exact date of delivery will be determined on the basis of an agreement between the Supplier and the Buyer. As the delivery of the Goods is considered a delivery to the address of the Buyer, then its commissioning, handing over of all documents necessary for its proper use (Art. I, Sec. 1 hereof), training of an operator of the Goods and signing of the protocol on handing over the Goods by both the purchasing parties.

2. The Protocol on the delivery of the Goods will include confirmation of the Buyer that he was familiarized with the instructions for use of the Goods by the Supplier.

3. The contact person and responsible employee of the Buyer is designated for the purposes of this Contract, including the acceptance of the subject of performance doc. MUDr. Ing. Karol Čurila, Ph.D. telephone +420 777 869 171, e-mail karol.curila@lf3.cuni.cz

4. The Seller's contact person is designated for the purposes of this Contract, including the handover of the subject of performance Mr. Dinant Goorhorst, telephone +31 611 351 256, e-mail d.goorhorst@cdleycom.com.

IV. Nebezpečí škody na zboží

1. Nebezpečí škody na zboží přechází z prodávajícího na kupujícího okamžikem předání zboží (čl. III. odst. 1 této smlouvy).

2. V případě, že zboží bude doručené kupujícímu prostřednictvím přepravce, přechází nebezpečí škody na zboží na kupujícího okamžikem převzetí zboží od tohoto přepravce.

IV. The risk of damage

1. Risk of damage to the Goods passes from the Supplier to the Buyer at the moment of delivery of the Goods (Art. III. Paragraph 1 hereof).

2. In case the Goods will be delivered to the Buyer via a carrier, the risk of damage to the Goods passes to the Buyer at the moment of take-over of the Goods from the carrier.

V. Odpovědnost za vady zboží, záruční a pozáruční servis

1. Prodávající se zavazuje dodat kupujícímu zboží v kvalitě, jež bude v souladu s příslušnými platnými právními předpisy a technickými či jinými normami, a to jak v České republice, tak i v zemi výrobce zboží.

2. Prodávající poskytuje kupujícímu záruku za jakost zboží. Záruční doba je 24 měsíců a začíná běžet ode dne následujícího po předání zboží (čl. III. odst. 1 této smlouvy).

3. Záruka se nevztahuje na vady zboží způsobené kupujícím v rozporu s návodem k použití zboží.

4. Záruka se dále nevztahuje na příslušenství zboží spotřebního charakteru, jako jsou baterie, žárovky.

5. Prodávající se zavazuje zajistit kupujícímu záruční a pozáruční servis.

6. Prodávající se zavazuje k bezplatnému záručnímu servisu po dobu záruky, tj. 24 měsíců. V případě potřeby záručního servisu je kupující odpovědný pouze za odeslání vadného zařízení do CD Leycom (Hengelo, Nizozemsko)

7. Prodávající se zavazuje k dodání náhradních dílů po dobu minimálně 24 měsíců po uplynutí záruční doby.

V. The liability for defective goods, warranty and service

1. The Supplier agrees to deliver goods to the Buyer in quality, which will be in accordance with the relevant legislation and technical or other standards, both in the Czech Republic and in the country of the manufacturer of the Goods.

2. The Seller provides the Buyer a guarantee for the quality of goods. The warranty period is 24 months and starts from the day after the delivery of goods (Art. III. Paragraph 1 hereof).

3. The warranty does not cover damage caused by the Buyer contrary to the instructions for the use of the Goods.

4. No warranty is given on glassware and consumables.

5. The Supplier agrees to provide the Buyer a customer service.

6. The Supplier agrees with a free warranty service throughout the warranty period, i.e. 24 months. If warranty service is needed, Buyer is only responsible for shipment of faulty equipment to CD Leycom (Hengelo, Netherlands)

7. The Supplier is committed to the supply of spare parts for at least the period of 24 months after the warranty expiry.

VI. Salvátorská klauzule

1. Je-li nebo stane-li se některé ustanovení této smlouvy neplatné či neúčinné, nedotýká se to ostatních ustanovení této smlouvy, která zůstávají platná a účinná. Smluvní strany se v tomto případě zavazují dohodou nahradit ustanovení neplatné a neúčinné novým ustanovením platným a účinným, které nejlépe odpovídá původně zamýšlenému účelu ustanovení neplatného a neúčinného. Do té doby platí odpovídající úprava platných obecně závazných právních předpisů České republiky.

VI. Severability clause

1. If any provision of this contract is or will become invalid or unenforceable, it shall not affect other provisions of this contract, which shall remain valid and effective. The contracting parties undertake in this case to agree to replace the invalid and ineffective provision by a new valid and effective provision, which corresponds best with the originally intended purpose of the invalid and ineffective provision. Until then, the generally binding legislation of the Czech Republic shall be applied.

VII. Ostatní ustanovení

1. Obě smluvní strany jsou povinny oznámit druhé smluvní straně jakoukoliv změnu údajů uvedených v záhlaví této smlouvy, a to písemně bez zbytečného odkladu poté, kdy se o příslušné změně dozví.

2. Prodávající není oprávněn převést práva a povinnosti z této kupní smlouvy či z její části na třetí osobu bez souhlasu kupujícího.

VII. Other provisions

1. The contracting parties are obliged to notify the other contracting party of any change of information contained in the header of this contract in writing without undue delay after becoming aware of the change.

2. The Supplier is not entitled to transfer rights and obligations from this contract or from the part hereof to any third party without the consent of the Buyer.

VIII. Registrace

1. Smluvní strany berou na vědomí, že tato smlouva ke své účinnosti vyžaduje uveřejnění v registru smluv podle zákona č. 340/2015 Sb., a s tímto uveřejněním souhlasí. Zaslání smlouvy do registru smluv zajistí kupující neprodleně po podpisu smlouvy. Kupující se současně zavazuje informovat druhou smluvní stranu o provedení registrace tak, že zašle druhé smluvní straně kopii potvrzení správce registru smluv o uveřejnění smlouvy bez zbytečného odkladu poté, kdy sama potvrzení obdrží, popř. již v průvodním formuláři vyplní příslušnou kolonku s ID datové schránky druhé smluvní strany (v takovém případě potvrzení od správce registru smluv o provedení registrace smlouvy obdrží obě smluvní strany zároveň).

VIII. The registration

1. The contracting parties acknowledge that for its effectiveness this contract requires the publication in the registry of contracts pursuant to the Act No. 340/2015 Coll., and they agree with this publication. The Buyer secures sending of the contract to the registry of contracts immediately after the contract is signed by both contracting parties. The Buyer undertakes to inform the other party about the registration by sending a copy of the confirmation of the publication from the administrator of the registry of the contracts to the other party without undue delay after the Buyer himself receives this confirmation, or alternatively the Buyer fill in the appropriate section of the accompanying form with a complete ID of the databox of the other party (in that case both contracting parties will receive the confirmation of the registration from the administrator of the registry of contracts).

IX. Závěrečná ustanovení

1. Právní vztahy touto smlouvou neupravené se řídí právem České republiky, platnými ustanoveními zákona č. 89/2012 Sb., občanský zákoník, zejména jeho §§ 2079 a následujícími, ve znění pozdějších předpisů. Smluvní strany se dohodly, že Vídeňská úmluva o mezinárodní koupi zboží se na právní vztahy vyplývající z této smlouvy neuplatní.

IX. The final provision

1. Legal relationships of this contract shall be governed by the laws of the Czech Republic, by the applicable provisions of the Act No. 89/2012 Coll., Civil Code, in particular §§ 2079 et seq., as amended. The contracting parties agree that the Vienna Convention on the International Sale of Goods does not apply on the legal relations arising from this contract.

2. Při výkladu této smlouvy nemají obchodní zvyklosti přednost před právními předpisy, zejména před zákonem č. 89/2012 Sb., občanský zákoník.

3. Pro projednávání a rozhodnutí sporů vyplývajících z této smlouvy jsou příslušné obecné soudy České republiky. Tato smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami.

4. Tato smlouva se vyhotovuje ve dvou stejnopisech s platností originálu, z nichž každá smluvní strana obdrží po jednom vyhotovení.

5. Změny a doplňky této smlouvy mohou být prováděny pouze na základě dohody obou smluvních stran a jsou platné pouze ve formou písemných číslovaných dodatků.

6. V případě jakýchkoli nesrovnalostí mezi českou a anglickou jazykovou verzí této smlouvy je rozhodující česká jazyková verze.

7. Smluvní strany shodně prohlašují, že tato smlouva je uzavřena podle jejich pravé a svobodné vůle, nikoliv v tísní, za nápadně nevýhodných podmínek, což stvrzují svými vlastnoručními podpisy.

2. Trade practices have no precedence over legislation, especially over the Act No. 89/2012 Coll., Civil Code, in the interpretation of this contract.

3. For discussion and resolution of disputes arising from this contract the general courts of the Czech Republic are competent. This contract comes into force upon its signing by both contracting parties.

4. This contract is executed in two copies which are considered as originals, and of which each Party shall receive one.

5. Changes and amendments to this contract may be made only on the basis of an agreement of both parties and are valid only in the form of written numbered amendments.

6. In case of any discrepancy between the Czech and English version of this agreement Czech version shall prevail.

7. The contracting parties declare that this contract is concluded according to their true and free will, not in distress and under conspicuously disadvantageous conditions, which they confirm with their signatures.

V Praze dne 28.7.2022

In Oldenzaal, The Netherlands on 25.7.2022

Prof. MUDr. Petr Widimský, DrSc
kupující

Patrick Sullivan, CD Leycom
the Buyer

.....

.....



Quote Number

00001574

Created Date

7/18/2022

Contact Name Karol Curila
Account Name Univerzita Karlova, 3.LF UK
Email karol.curila@fnkv.cz
Ship To Ruská 87
Praha 10, 100 00
Czech Republic

Prepared By Patrick Sullivan
Phone 817-879-9670
Email p.sullivan@cdleycom.com

Quote Line Items

Product Code	Product	Quantity	Product Description	Sales Price	Unit Price	Total Price
4100097	CA-71103-PL PV Loop Catheter	5.00	7F Disposable PV Loop Catheter with 0.025 inch lumen and 12 electrodes, with 10 mm electrode spacing	EUR 1,145.00	EUR 1,145.00	EUR 5,725.00

Note: VAT and shipping fee are not included

Subtotal EUR 5,725.00

Grand Total EUR 5,725.00

Terms and Conditions

Lead Time 30 days from date of order

Shipping Method UPS Express Saver

Payment Terms Net 30 days

Shipment Terms Delivered Duty Paid (DDP)

ORDER PLACEMENT: To place an order with CD Leycom, please email your Purchase Order to sales@cdleycom.com

Quotations and purchases from CD Leycom are subject to the following Terms & Conditions. Please read carefully before continuing with your purchase.

GENERAL TERMS: The terms and conditions stated herein shall govern all sales of products (including disposables, reusables, cables, hardware, software and/or services) made by CD Leycom, regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). CD Leycom hereby disclaims and rejects any terms and conditions appearing in a purchase order from the Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on CD Leycom.

LIABILITY LIMITS: CD Leycom neither assumes nor authorizes any person to assume on its behalf any liability in connection with the sale, installation, service or use of its products (including but not limited to disposables, reusables, cables, hardware, software and/or services, etc.). CD Leycom shall not be held responsible for special, consequential or punitive damages of any kind arising out of sale, installation, service or use of its products (including but not limited to disposables, reusables, cables, hardware, software and/or services, etc.).

QUOTATIONS & VALIDITY: Unless otherwise stated on the formal CD Leycom quotation, all quotations are valid for a period of **sixty (60)** days from the date the quotation is issued to the Purchaser. **Please include a copy of the CD Leycom quotation with your purchase order to ensure prompt processing of your order.** Sales taxes are estimates and where applicable may be added or modified at the time the order is placed. Prices not included on a formal CD Leycom quotation are subject to change without notice. Please note that all CD Leycom pricing is CONFIDENTIAL and may not under any circumstances be shared with anyone other than the Purchaser designated on the CD Leycom quotation.

PURCHASE ORDERS: Unless otherwise specified or under special circumstances to be approved by CD Leycom's Sales and Finance departments, no CD Leycom products will be shipped until the Purchaser has submitted a written purchase order to CD Leycom in accordance with the Order Placement guidelines listed above.



Quote Number

00001574

Created Date

7/18/2022

SHIPPING & HANDLING (S&H): CD Leycom ships "FOB Origin" (*in most cases this is FOB Netherlands*). CD Leycom, as the seller, will pay freight charges to the destination and invoice the Purchaser for the charges. "FOB Origin" means the Purchaser assumes title of the goods the moment the freight carrier picks up and signs the bill of lading at the origin pick-up location/dock. The Purchaser assumes all risks, loss, or damage while the goods are in transit, except for the liability of the carrier. **In specific situations and at the request of the Purchaser and with approval by CD Leycom**, CD Leycom will ship freight collect (Domestic and International where the Purchaser will be responsible for paying all freight charges) assuming CD Leycom has the Purchaser's written authorization and complete shipping account information on file.

AVAILABILITY: Quoted availability and expected shipment dates are estimates and may change without notice. Prompt delivery cannot be guaranteed for any CD Leycom product not in stock on the day an order is placed.

ORDER CONFIRMATION: An order confirmation with estimated delivery details will be emailed to the Purchaser after a written purchase order has been received and processed by CD Leycom.

PAYMENT TERMS & CREDIT VERIFICATION: CD Leycom's standard payment terms are **Net Thirty (30) days from the date of the invoice**. CD Leycom reserves the right to conduct a background screening for credit verification purposes. In the event that a credit verification is not favorable, CD Leycom reserves the right to request modified payment terms from Purchaser as specified by CD Leycom's Finance department.

SALES TAXES, DUTIES, BROKERAGE AND OTHER CHARGES: In general, the Purchaser is responsible for all sales, Value Added Tax (VAT), or related taxes applicable to the purchase of CD Leycom's products. Purchaser is responsible for all duties and other government fees applicable to the purchase and import of CD Leycom's products. **For those that qualify, proof of tax-exempt status must accompany a written purchase order.**

TECHNICAL SUPPORT: For assistance with operation of CD Leycom products, in compliance with FDA/CE approved indications, please contact CD Leycom's Technical Support department (support@cdleycom.com, +1.817.879.9670).

RETURN POLICY: CD Leycom products, including sterile catheters that are unused, have not been opened, and where the product packaging is undamaged, may be returned within **thirty (30) business days** of the shipping/invoice date. **A re-stocking fee equivalent to 15% of the product value will be assessed for all returned items.** For all purchase orders, items must be returned prior to payment of an invoice. If an item is returned after an invoice has been paid, the difference will be retained as a credit toward a future CD Leycom product purchase. Any type of product refund would only apply under special circumstances with approval by CD Leycom's Sales and Finance departments. **Equipment that has been used may not be returned. ALL SALES ARE FINAL** for third party products, accessories, software, and software upgrades. To protect patient safety, sterile products may only be returned to CD Leycom under the following conditions without exception:

- The Disinfection Affidavit shall indicate the sterile barrier has not been compromised.
- No visible damage to the product packaging or labeling (i.e. wet, torn, text smeared, discoloration, etc.).
- Any taped seal shall be intact with no signs of removal or re-placement (i.e. un-opened).

GOVERNING LAW: Netherlands law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between CD Leycom and the Purchaser.

ERRORS OR OMISSIONS: Errors or omissions in any CD Leycom quotation, order acceptance/confirmation, product specification or any other CD Leycom document shall be subject to correction at CD Leycom's discretion.

WARRANTIES: CD Leycom's standard warranty policy warrants all products of its manufacture to be free of defects in workmanship and material at the time of shipment. This warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied warranties of merchantability or fitness of purpose. CD Leycom shall not be liable for any incidental or consequential loss, damage, or expense directly or indirectly arising from the misuse of the product.



Quote Number

00001550

Created Date

6/14/2022

Contact Name Karol Curila
Account Name Univerzita Karlova, 3.LF UK
Email karol.curila@fnkv.cz
Ship To Ruská 87
Praha 10, 100 00
Czech Republic

Prepared By Patrick Sullivan
Phone 817-879-9670
Email p.sullivan@cdleycom.com

Quote Line Items

Product Code	Product	Quantity	Product Description	Sales Price	Discount	Unit Price	Total Price
3001880	INCA PV Loop System	1.00	Integrated, stand alone system for the acquisition, display and analysis of clinical intra-ventricular pressure and volume loops. Includes the INCA hardware, a touchscreen medical PC and the ConductNT analysis software	EUR 69,500.00	10.00%	EUR 62,550.00	EUR 62,550.00
4100189	Procart for INCA	1.00	Trolley cart for complete INCA system	EUR 6,000.00	80.00%	EUR 1,200.00	EUR 1,200.00
9900012	INCA PV System Training	1.00	System Installation & Training	EUR 1,250.00	10.00%	EUR 1,125.00	EUR 1,125.00

Note: VAT and shipping and handling fees are not included

Subtotal EUR 76,750.00
Discount 15.47%
Grand Total EUR 64,875.00

Terms and Conditions

Lead Time 30 days from date of order
Payment Terms Net 30 days
Shipping Method UPS Express Saver
Shipment Terms Delivered Duty Paid (DDP)

ORDER PLACEMENT: To place an order with CD Leycom, please email your Purchase Order to sales@cdleycom.com

Quotations and purchases from CD Leycom are subject to the following Terms & Conditions. Please read carefully before continuing with your purchase.

GENERAL TERMS: The terms and conditions stated herein shall govern all sales of products (including disposables, reusables, cables, hardware, software and/or services) made by CD Leycom, regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). CD Leycom hereby disclaims and rejects any terms and conditions appearing in a purchase order from the Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on CD Leycom.

LIABILITY LIMITS: CD Leycom neither assumes nor authorizes any person to assume on its behalf any liability in connection with the sale, installation, service or use of its products (including but not limited to disposables, reusables, cables, hardware, software and/or services, etc.). CD Leycom shall not be held responsible for special, consequential or punitive damages of any kind arising out of sale, installation, service or use of its products (including but not limited to disposables, reusables, cables, hardware, software and/or services, etc.).

QUOTATIONS & VALIDITY: Unless otherwise stated on the formal CD Leycom quotation, all quotations are valid for a period of **sixty (60)**



Quote Number

00001550

Created Date

6/14/2022

days from the date the quotation is issued to the Purchaser. **Please include a copy of the CD Leycom quotation with your purchase order to ensure prompt processing of your order.** Sales taxes are estimates and where applicable may be added or modified at the time the order is placed. Prices not included on a formal CD Leycom quotation are subject to change without notice. Please note that all CD Leycom pricing is CONFIDENTIAL and may not under any circumstances be shared with anyone other than the Purchaser designated on the CD Leycom quotation.

PURCHASE ORDERS: Unless otherwise specified or under special circumstances to be approved by CD Leycom's Sales and Finance departments, no CD Leycom products will be shipped until the Purchaser has submitted a written purchase order to CD Leycom in accordance with the Order Placement guidelines listed above.

SHIPPING & HANDLING (S&H): CD Leycom ships "FOB Origin" (*in most cases this is FOB Netherlands*). CD Leycom, as the seller, will pay freight charges to the destination and invoice the Purchaser for the charges. "FOB Origin" means the Purchaser assumes title of the goods the moment the freight carrier picks up and signs the bill of lading at the origin pick-up location/dock. The Purchaser assumes all risks, loss, or damage while the goods are in transit, except for the liability of the carrier. **In specific situations and at the request of the Purchaser and with approval by CD Leycom**, CD Leycom will ship freight collect (Domestic and International where the Purchaser will be responsible for paying all freight charges) assuming CD Leycom has the Purchaser's written authorization and complete shipping account information on file.

AVAILABILITY: Quoted availability and expected shipment dates are estimates and may change without notice. Prompt delivery cannot be guaranteed for any CD Leycom product not in stock on the day an order is placed.

ORDER CONFIRMATION: An order confirmation with estimated delivery details will be emailed to the Purchaser after a written purchase order has been received and processed by CD Leycom.

PAYMENT TERMS & CREDIT VERIFICATION: CD Leycom's standard payment terms are **Net Thirty (30) days from the date of the invoice**. CD Leycom reserves the right to conduct a background screening for credit verification purposes. In the event that a credit verification is not favorable, CD Leycom reserves the right to request modified payment terms from Purchaser as specified by CD Leycom's Finance department.

SALES TAXES, DUTIES, BROKERAGE AND OTHER CHARGES: In general, the Purchaser is responsible for all sales, Value Added Tax (VAT), or related taxes applicable to the purchase of CD Leycom's products. Purchaser is responsible for all duties and other government fees applicable to the purchase and import of CD Leycom's products. **For those that qualify, proof of tax-exempt status must accompany a written purchase order.**

TECHNICAL SUPPORT: For assistance with operation of CD Leycom products, in compliance with FDA/CE approved indications, please contact CD Leycom's Technical Support department (support@cdleycom.com, +1.817.879.9670).

RETURN POLICY: CD Leycom products, including sterile catheters that are unused, have not been opened, and where the product packaging is undamaged, may be returned within **thirty (30) business days** of the shipping/invoice date. **A re-stocking fee equivalent to 15% of the product value will be assessed for all returned items.** For all purchase orders, items must be returned prior to payment of an invoice. If an item is returned after an invoice has been paid, the difference will be retained as a credit toward a future CD Leycom product purchase. Any type of product refund would only apply under special circumstances with approval by CD Leycom's Sales and Finance departments. **Equipment that has been used may not be returned. ALL SALES ARE FINAL** for third party products, accessories, software, and software upgrades. To protect patient safety, sterile products may only be returned to CD Leycom under the following conditions without exception:

- The Disinfection Affidavit shall indicate the sterile barrier has not been compromised.
- No visible damage to the product packaging or labeling (i.e. wet, torn, text smeared, discoloration, etc.).
- Any taped seal shall be intact with no signs of removal or re-placement (i.e. un-opened).

GOVERNING LAW: Netherlands law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between CD Leycom and the Purchaser.

ERRORS OR OMISSIONS: Errors or omissions in any CD Leycom quotation, order acceptance/confirmation, product specification or any other CD Leycom document shall be subject to correction at CD Leycom's discretion.

WARRANTIES: CD Leycom's standard warranty policy warrants all products of its manufacture to be free of defects in workmanship and material at the time of shipment. This warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied warranties of merchantability or fitness of purpose. CD Leycom shall not be liable for any incidental or consequential loss, damage, or expense directly or indirectly arising from the misuse of the product.