



PURCHASE AGREEMENT [DOCUMENT NAME]

THE PARTIES TO THIS PURCHASE AGREEMENT:

1. MediCapital Rent B.V., established at Tieleman en Drosweg 17, 2314 XW, Leiden, The Netherlands, with registration number 28066287 hereinafter referred to as "MCR";

and

2. [Customer name & legal entity], established at [Customer address], hereafter referred to as "Buyer";

HAVE AGREED AS FOLLOWS:

ARTICLE 1. GENERAL TERMS AND CONDITIONS.

MCR's General Terms and Conditions 2020 (hereafter referred to as "MCR GTC") shall apply to this purchase agreement, with the exclusion of any other terms and conditions. The MCR GTC can be downloaded from MCR's website (www.medicapitalrent.com). By signing this purchase agreement, Buyer declares to have taken note of the MCR GTC and to accept the MCR GTC.

ARTICLE 2. SALE AND PURCHASE

MCR hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from MCR, [number of machines] machines, as described in Article 3 (hereafter referred to as "Goods") for use in [study number] study.

ARTICLE 3. DESCRIPTION OF THE GOODS.

Number	Description	Purchase Price	Total
TOTAL (excl. tax)			

ARTICLE 4. PURCHASE PRICE.

The total purchase price amounts to [Amount, in numbers plus € or \$] excluding any applicable taxes, transportation costs (if applicable) and/or service fees (if applicable). [list applicable validation fees]

If applicable, any additional costs related to the transportation of Goods and/or service fees shall be invoiced by MCR to Buyer in an itemized invoice. The payment terms in Article 5 of this purchase agreement shall apply to the invoice.

ARTICLE 5. PAYMENT.

(Remove the option that is not applicable)

Option A: The purchase price may be invoiced by MCR to Buyer after (a) the Goods have been sent to the destination designated by Buyer in accordance with Article 6 or (b) two months after signing of this purchase agreement, whichever occurs first. The invoice(s) pertaining to the purchase price will be due within [Payment term for Customer] days of the invoice date. The purchase price shall be paid, free of bank costs or transfer costs, into the following bank account of MediCapital Rent BV:

SWIFT/BIC: RABONL2J
IBAN: NL05 RABO 0347 0786 72



Unless the parties to this purchase agreement have agreed otherwise in writing, the purchase price shall be paid in total, even if the order and/or this purchase agreement is cancelled, dissolved, annulled or terminated by Buyer.

Option B: The purchase price will be invoiced by MCR to Buyer upon the signature of this purchase agreement by all parties and will be due within **[Payment term for Customer]** days of the invoice date. The purchase price shall be paid, free of bank costs or transfer costs, into the following bank account of MediCapital Rent BV:

SWIFT/BIC: RABONL2U
IBAN: NL05 RABO 0347 0786 72

Unless the parties to this purchase agreement have agreed otherwise in writing, the purchase price shall be paid in total and non-refundable on the signature of this Agreement, even if the order and/or this purchase agreement is cancelled, dissolved, annulled or terminated by Buyer.

MCR is entitled to (tacitly) suspend starting the delivery process (which may include suspending the ordering of the Goods with suppliers by MCR) until the purchase price has been fully paid.

ARTICLE 6. DELIVERY.

Unless the parties to this Purchase Agreement have agreed otherwise in writing, delivery of the Goods will take place at the location designated by Buyer in the sales order form which shall be sent to MCR by or on behalf of Buyer. MCR will arrange the transportation of the Goods to the location designated in the sales order form in accordance with the GTC MCR. The moment of delivery may vary, depending on the means of transportation and whether all or some of the Goods are not in stock.

ARTICLE 7. CONDITION OF THE GOODS UPON DELIVERY.

It is the responsibility of Buyer to promptly inspect the (conditions of the) Goods upon receipt. Any visible defects and/or visible damages to the Goods must be reported in writing by Buyer to MCR within two (2) working days after the delivery. For the avoidance of any doubt, the aforementioned presumption shall also apply if Buyer does not receive the Goods in person but instead has (implicitly or explicitly) authorized any other person or entity (for example a user of the Goods or a study site operator) to receive the Goods on Buyer's behalf.

ARTICLE 8. TRANSPORTATION.

Unless the parties to this purchase agreement have agreed in writing that MCR will **not** arrange the transportation of the Goods to a location designated by Buyer,

- MCR will arrange the transportation of the Goods to the location designated by Buyer in the sales order form in accordance with the MCR GTC ; and
- order processing (including the performance of any necessary quality checks and transportation) of the Goods will only take place after the receipt by MCR of a sales order form by or on behalf of Buyer.

(Remove the options that are not applicable)

Transportation of the Goods will take place **Option A:** *after a minimum timeline of five (5) business days-*, or **Option B:** *within five (5) business days-* upon receipt of the duly signed agreement.

If the Goods are not in stock upon receipt of the duly signed agreement, transportation of the Goods will take place **Option A:** *after a minimum timeline of five (5) business days-*, or **Option B:** *within five (5) business days-* upon receipt of the Goods at MCR.

The risks of (partial) damage, destruction or loss of the Goods during the transportation of the Goods shall be borne by MCR in accordance with the MCR GTC.

ARTICLE 9. STORAGE.

All Goods may be kept at a MCR warehouse free of charge to Buyer (a) for one (1) months after the moment the Goods have become available in MCR's stock. If (a) MCR has not received a sales order form by or on behalf of Buyer within one (1) month after the moment the Goods have become available in MCR's stock or (b) Buyer has not collected the Goods within one (1) month after the moment the Goods have become available in MCR's stock, MCR will be entitled to invoice Buyer a monthly storage fee (**€ 45,- / \$55,-** per m² per month) until all the Goods have been collected by Buyer or have been sent to a location designated by Buyer, at Buyer's expense.



ARTICLE 10. TITLE.

Title to the Goods shall remain with MCR and shall not pass to Buyer until such time as full payment is received by MCR for all that Buyer owes to MCR under this purchase agreement and the MCR GTC.

ARTICLE 11. SIGNATORIES.

This purchase agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when joined, shall together constitute one and the same agreement. Any photocopy or electronic scan of this purchase agreement, or of any counterpart, shall be deemed the equivalent of an original.

ARTICLE 12. GOVERNING LAW.

This purchase agreement is governed by the laws of The Netherlands, excluding the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 1980.

THUS AGREED, DRAWN UP AND SIGNED

Place: LEIDEN
Date: 30-8-21

Place:
Date:

MediCapital Rent B.V.

[Customer name]

Signature
Name John P.M. Blank
Function CEO

Signature
Signatory's name
Signatory's function

[Second signature optional, Customer name]

Signature
Signatory's name
Signatory's function