



**PURCHASE AGREEMENT [DOCUMENT NAME]**

**THE PARTIES TO THIS PURCHASE AGREEMENT:**

**[Customer name]**, a company duly organized and existing under the laws of **[xxxx]**, whose registered office is situated at **[Address]**, with registration number **[xxxxxx]**, (hereinafter referred to as "Customer");

and

**MediCapital USA, Inc.**, a Delaware corporation duly organized and existing under the laws of the United States, whose registered office is situated at 627 Highway 74 South, Suite 220, Peachtree City, GA 30269, United States, (hereinafter referred to as "MCR").

HAVE AGREED AS FOLLOWS:

**ARTICLE 1. GENERAL TERMS AND CONDITIONS.**

This purchase agreement is subject to MCR's General Terms and Conditions, (hereinafter referred to as "MCR GTC"), which are incorporated in full by this reference. The MCR GTC are available at **insert direct link** and also can be sent by mail to Customer upon request. MCR limits acceptance to the MCR GTC, and objects to any other additional or different terms in the Customer's purchase order or acceptance.

**ARTICLE 2. SALE AND PURCHASE**

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

**ARTICLE 3. DESCRIPTION OF THE GOODS.**

Number	Description	Purchase Price	Total
<b>TOTAL (excl. tax)</b>			

**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 Customer 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 Customer after (a) the Goods have been sent to the destination designated by Customer 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 USA Inc:

- Mechanics Bank
- Routing number 122238420
- Account number 7009671728
- Swift MEBKUS66

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 Customer.

**Option B:** The purchase price will be invoiced by MCR to Customer 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 USA Inc:

- Mechanics Bank
- Routing number 122238420
- Account number 7009671728
- Swift MEBKUS66

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 Customer.

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 Customer in the sales order form which shall be sent to MCR by or on behalf of Customer. MCR will arrange the transportation of the Goods to the location designated in the sales order form in accordance with the MCR GTC. The moment of delivery may vary, depending on the means of transportation and the availability of the Goods from stock.

## ARTICLE 7. CONDITION OF THE GOODS UPON DELIVERY.

It is the responsibility of Customer to promptly inspect the (condition of the) Goods upon receipt. Any visible defects and/or visible damages to the Goods must be reported in writing by Customer to MCR within two (2) working days after the delivery. For the avoidance of any doubt, the aforementioned presumption shall also apply if Customer 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 Customer'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 Customer,

- MCR will arrange the transportation of the Goods to the location designated by Customer 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 Customer.



**(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) month 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 Customer within one (1) month after the moment the Goods have become available in MCR's stock or (b) Customer 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 Customer a monthly storage fee (**€ 45,- per m<sup>2</sup> / \$55,- per sqft** per month) until all the Goods have been collected by Customer or have been sent to a location designated by Customer, at Customer's expense.

#### **ARTICLE 10. TITLE.**

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

#### **ARTICLE 11. LIMITATION OF LIABILITY**

In no event shall MCR be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not MCR was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

#### **ARTICLE 12. WARRANTIES**

MCR makes no warranty whatsoever with respect to the goods, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. MCR makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, (c) warranty of title, or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

#### **ARTICLE 13. GOVERNING LAW.**

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



**ARTICLE 14. 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.

THUS AGREED, DRAWN UP AND SIGNED

Place: PEACHTREE CITY

Place: .....

Date: ~~30-8-21~~ 17-8-21

Date .....

**MediCapital USA, Inc**

**[Customer name]**

Signature .....

Signature .....

Name Ramon van Maaren

Signatory's name .....

Function Director USA

Signatory's function .....

**[Second signature optional, Customer name]**

Signature .....

Signatory's name .....

Signatory's function .....