


ADDENDUM TO PURCHASE AGREEMENT BETWEEN**MEDIQ NEDERLAND B.V.
for and on behalf of
DE STAAT DER NEDERLANDEN, DE MINISTER VAN VOLKSGEZONDHEID WELZIJN EN
SPORT
AND
MEDPROTEX B.V****FOR MEDICAL FACE MASKS type II/R**

This Addendum is dated [5] October 2020 and refers to the CONTRACT dated 18 May 2020 between Mediq Nederland B.V. for and on behalf of de Staat de Nederlanden/Minister van VWS and Medprotex B.V. for medical face masks type II/R.

This Addendum will be operative from 1 October 2020.

WHEREAS:

- (A) Parties have entered into the CONTRACT to support the supply of medical face masks type II/R to health care workers who are dealing with patients affected by the COVID-19 virus. The CONTRACT details the purchase and delivery of the Products to health care workers;
- (B) CONTRACTOR has not been able to obtain the required certifications for the medical face masks to be able to timely fulfil its delivery obligations under the CONTRACT;
- (C) CONTRACTOR has requested CUSTOMER for a postponement of the starting date of the Deliveries and a corresponding extension of the CONTRACT to accommodate the delay experienced;
- (D)  (10)(1c)
- (E) CUSTOMER is willing to accommodate these requests and Parties agree to lay down these adjustments in this Addendum.

IT IS AGREED as follows:**1. TERMINATION DATE**

- 1.1 CONTRACTOR has experienced delays in receiving the required certifications for the medical face masks type II/R and Parties have agreed to an extension of the termination date, as agreed in Article 6, from 18 May 2021 to 31 August 2021.
- 1.2 The starting date for the Deliveries as stipulated in Article 3 of the CONTRACT will be **1 December 2020**.

2. PAYMENT

- 2.1 Due to additional financing needs of CONTRACTOR, CUSTOMER has agreed to a total advance payment of (10)(2b).
- 2.2 In addition to the advance payment of five hundred thousand euro (10)(2b) already paid to CONTRACTOR covered by the terms of the CONTRACT, CUSTOMER will pay CONTRACTOR a further advance of (10)(2b) to accommodate CONTRACTOR for the extra time needed to obtain the required certifications for the medical face masks.
- 2.3 The total advance payment of (10)(2b) will be deducted on a pro rata basis according to the progress of the Deliveries during the term of the CONTRACT.
- 2.4 The other provisions in article 2 of Section IV will remain in full force and effect.

3. MISCELLANEOUS

- 3.1 This Addendum forms an integral part of the CONTRACT.
- 3.2 In the event of any conflict or inconsistency in the terms of the CONTRACT and this Addendum, the order of precedence is: (1) this Addendum and (2) the CONTRACT, including all of its Annexes.
- 3.3 This Addendum is solely governed by and construed in accordance with the laws of The Netherlands.

Signatories

For and on behalf of **MEDIQ NEDERLAND B.V.**

For and on behalf of **MEDPROTEX B.V.**

(10)(2e)

Name: Cyrille Depondt
Position: CEO/co-owner

(10)(2e)

(10)(2e)

Name: (10)(2e)

(10)(2e)