



CONTRACT FOR THE SALE OF GOODS

This contract for the sale of goods is between

Party A

Nedshield Switzerland AG, a company organized under the laws of Switzerland, with its registered offices at Bachtobelstrasse 48, Weinfelden CH-8570, Switzerland. The company chamber of commerce number is: CH-440.3.029.399-1 and represented by 5.1.2e 5.1.2e (the "Seller"),

Party B

Directeur Geneesmiddelen en Medische Technologie, Ministerie van Volksgezondheid, Welzijn en Sport, with its registered offices at Directie Geneesmiddelen en Medische Technologie, Postbus 20350, 2500 EJ Den Haag, The Netherlands (the "Buyer").

The parties agree as follows:

1. Sale of Goods. The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Buyer shall pay in addition to the prices set forth on Exhibit A; all taxes imposed on, or in connection with, or measured by the transaction contemplated by this agreement plus all transport costs incurred in the transport of the goods from the Works Location to Delivery Location.
2. Invoices; Payment. Unless otherwise stated in Exhibit A, full payment for the Goods shall be due on Goods delivery at Delivery Location. Payment by Buyer to seller shall be split into three separate payments. Details of the account details are provided on the Goods invoice.
3. Delivery; Title; and Risk of Loss. Unless otherwise stated in Exhibit A, the Seller shall deliver the Goods CIF to the Buyer's facility in The Netherlands (Delivery Location), and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.



4. Disclaimer of Warranty; Due Diligence. The Goods are being sold "as is," and the Seller disclaims all warranties of quality other than those provided by the manufacturer, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Buyer acknowledges that it has relied solely on the technical information provided by Seller in this Sales Agreement and the Buyer acknowledges that it has not been induced by any incentives of any kind , or any statements or representations of any person with respect to the Goods or this sales transaction and that no such statements or representations have been made.
5. Limitation of Liability. The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer has paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.
6. Limitation of Actions. No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.
7. Security Interest. The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.
8. Governing Law and Designation of Forum. The laws of the The Netherlands (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.
9. Force Majeure. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.



10. Assignment; Delegation. The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.
11. Recovery of Expenses. In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.
12. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
13. Amendments. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
14. Effectiveness; Date. This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
15. Counterparts; Electronic Signatures. This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.
16. Special Conditions
 - (a) Inspection: Buyer will inspect the Goods at the Delivery Location by way of random check of all or part of the shipment.
 - (b) Upon verification that the Goods delivered are in useable condition and conform the technical specification herein, Buyer shall be obliged to take delivery and make full and immediate payment of the Goods as defined in the Invoice (Exhibit D – Invoice).



(c) Transport and Shipping costs: Euro 5.1.1c include all transport costs and additional costs for driver quarantine on return.

(d) Buyer shall provide Seller proof of payment at time of Delivery and after Inspection of Goods has been carried out.

17. The following are an integral part of this Agreement:

- Exhibit A: Goods, Quantity and Price
- Exhibit B: Technical Specifications
- Exhibit C: Photographic records and Product identification

Each party is signing this agreement on the date stated opposite that party's signature.

**Ministerie van Volksgezondheid,
Welzijn en Sport**

Nedshield Switzerland AG

(Signature)

5.1.2e
5.1.2e

Den Haag, 17/3/2020

5.1.2e

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**EXHIBIT A**

Goods, Quantity and Price

1. Goods Purchased

Quantity	Item	Description	Unit Price (Euro)	Total Price (Euro)
5.1.1c	Face Masks	3M -1860 Type N95		
1	Transport & Handling	Included to Schiphol Airport	5.1.1c	5.1.1c
			Sales Taxes	
Total				

2. Buyers Contact Details

Name	5.1.2e	5.1.2e
Function		
Email	5.1.2e	minvws.nl
Telephone	5.1.2e	

3. Delivery Address

Delivery Location	Ministerie van Volksgezondheid, Welzijn en Sport Directie Geneesmiddelen en Medische Technologie
Address	5.1.2h



EXHIBIT B
 Technical Specifications

3M Science.
 Applied to Life.™

Technical Specification Sheet

3M™ Health Care Particulate Respirator and Surgical Mask, 1860, N95

Key Features

- NIOSH approved N95 rating
- FDA cleared for use as a surgical mask
- Fluid Resistant 120 mmHg
- Flammability Rating Class I
- Adjustable nose clip
- Braided and stapled headbands

Material Composition

- Straps – Braided Polyisoprene
- Staples - Steel
- Nose Clip – Aluminum
- Nose Foam – Polyurethane Foam
- Filter – Polypropylene
- Shell – Polyester
- Coverweb - Polypropylene
- Not made with natural rubber latex
- Approximate weight of product: 0.40 oz.

Country of Origin

Made in the USA with globally sourced materials

Use For

- Intended to be worn by operating room personnel during surgical procedures to help protect both the surgical patient and the operating room personnel from transfer of microorganisms, body fluids, and particulate material.
- Always follow *User Instructions* and use in manners as indicated



Do Not Use For

- DO NOT use in industrial settings
- DO NOT use for gases or vapors (i.e. anesthetic gases such as isoflurane or vapors from sterilants such as glutaraldehyde.)
- DO NOT use in any manner not indicated in the *User Instructions*

Approvals and Standards

- NIOSH approved N95 respirator
- Meets NIOSH 42 CFR 84 N95 requirements for a minimum 95% filtration efficiency against solid and liquid aerosols that do not contain oil.
- NIOSH approval number: TC-84A-0006
- FDA cleared for use as a surgical mask
- Health Canada Class I medical device
- Bacterial Filtration Efficiency F2101 >99% BFE
- Assigned Protection Factor (APF 10) per US OSHA and Canada CSA

Ordering Information					
Description	UPC	ID #	Respirators/Box	Boxes/Case	Each/Case
Health Care Particulate Respirator, 1860	50707387419429	70-0706-1236-4	20	6	120

Note : packaging may vary in order to minimize logistic costs (air-freight)

