

**Van:** [redacted] <[redacted]@nedshield.com>  
**Verzonden:** dinsdag 26 mei 2020 17:56  
**Aan:** [redacted] <[redacted]@minvws.nl>; [redacted] <[redacted]@minvws.nl>  
**CC:** [redacted] <[redacted]@nedshield.com>  
**Onderwerp:** RE: Nedshield

Dear [redacted]

I confirm receipt of your email of the 25.5.20 where you provide us a deadline of today 1700 to provide you a "new proposal" in regard to the sales agreement dd 19.3.20. we are not held by such a deadline however we do try our best to accommodate your own decision making process as far as possible.

As initial comment/response to this email I would like to note the following (and I may in part repeat what I have conveyed in earlier correspondence):

- Amongst others, we do not accept the references to specific "promises" having been made as you allude to in the email.
- We do not accept the statement that "Nedshield failed to fulfil its obligations and was in default".
- I will not comment further on the content of the email at this stage as I wish to approach the matter in a positive light and constructively.
- This proposal does not replace the current agreement in anyway.

We are hereby providing you the following response and a set of options that we are prepared to consider in more detail with you based on the fact that the Ministerie van Volksgezondheid, Welzijn en Sport has in our view unlawfully cancelled the agreement and in fact has hindered Nedshield through such cancellation in performing its obligations in terms of the agreement.

The following proposal is provided by Nedshield in good faith and without prejudice to any other rights it may have in this regard.

The options that we now have available (and which follow our last meeting and subsequent re-engagement of our suppliers) for the supply of all 5.5 million masks include:

1. SUPPLY OF 3M 1860 masks

Nedshield supplies the stock of the initially required 3M 1860 face masks. We have in this case three alternatives which reflect the change in the market and our willingness to pass on a reduced price.

A.

Price	Euro 6.15
Product	3M – 1860 – N95
Terms	CIF Bergambacht updated PoF to be provided to Nedshield
Delivery Schedule	Shipment 1 – 1.5 m on 10/6/20 Shipment 2 - 2.0 m on 15/6/20

	Shipment 3 - 2.0 m on 22/6/20
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B.

Price	Euro 5.75
Product	3M – 1860 – N95
Terms	CIP Amsterdam ESCROW Agreement (100%)
Delivery Schedule	Shipment 1 – 1.5 m on 12/6/20 Shipment 2 - 1.0m on 17/6/20 Shipment 3 - 1.0 m on 22/6/20 Shipment 4 - 1.0 m on 29/6/20 Shipment 5 - 1.0 m on 03/7/20

C.

Price	Euro 5.24
Product	3M – 1860 – N95
Terms	CIP Amsterdam ESCROW Agreement (90%) 10% prepayment
Delivery Schedule	Shipment 1 – 1.5 m on 12/6/20 Shipment 2 - 2.0 m on 16/6/20 Shipment 3 - 2.0 m on 22/6/20

## 2. SUPPLY KN95 – EN 149 (CPA) masks

Substitution of the 3M 1860 -N95 masks for the KN95 Dekra certified (EN149-CPA masks) from our certified Chinese manufacturer on Chinese white list.

These are in terms of the regulatory accepted masks the equivalent of the 3M 1860 N95. These are much more cost effective and we can consider exchanging the 5.5 for these, however the payment and shipment conditions differ. We have three manufacturers which we contract and are able to supply within 14-20 days the full amount. This option is provided below:

D.

Price	Euro 2.25
Terms	CIP Amsterdam ESCROW Agreement (100%) 50% prepayment 50% after Shanghai TUV inspection
Delivery Schedule	Shipment within 10 days of prepayment Shipment 1 – 2.5 m on 10/6/20 Shipment 2 - 3.0 m on 15/6/20

3. 3M NETHERLANDS – 1862 masks (possibility to be clarified).

Nedshield has been in discussion with 3M Netherlands directly (5.1.2e) : mobile (5.1.2e) to discuss the substitution of the 1860 mask which are not normally regulatorily accepted in the EU (and therefore 3M will not deliver these at all). What has been mooted as an option by 3M is the supply directly by 3M of the Type 1862 face masks). This option will be clarified in the next week and we (Nedshield) have indicated that we are willing to discuss this option and making a suitable commercial arrangement if indeed the quantities could be delivered. We do see however that this option will take a few weeks to organize and is not certain.

4. Cancellation Agreement Penalty

We have managed to agree with the suppliers and brokers of the cancelled delivery to accept a lower cancellation fee and as such we are able to reduce the 2.6% penalty to 2.15% which then provides a final settlement amount of Euro 750.887 Should the Ministerie van Volksgezondheid, Welzijn en Sport wish to pursue this option as a settlement and agree to the cancellation amount, Nedshield will consider this only if executed by the 3<sup>rd</sup> June 2020.

We hope that the above will provide you sufficient information on which you can base your decisions for going forward. We will need to have a decision on the above from our side Friday this week as we will once again lose our production slots and available stock and we have secured the above offers until 12:00 CET on Friday.

We look forward to receiving your response.

Kind Regards

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**From:** [REDACTED] 5.1.2e [REDACTED] 5.1.2e ) <[REDACTED] 5.1.2e @minvws.nl>  
**Sent:** maandag 25 mei 2020 12:08  
**To:** [REDACTED] 5.1.2e @nedshield.com  
**Subject:** Nedshield  
**Importance:** High

Dear [REDACTED] 5.1.2e

Last Wednesday May, 20, 2020 we had a meeting in which we discussed the agreement of March, 19 2020 about the sale of 5.500.000 face masks relating to the fight against and containment of the COVID-19 virus. Two months after the agreement we still did not receive any of these masks. Multiple times we have been given promises that the agreed masks, or the alternatives that were offered, were ready for shipment but every time those promises failed to materialize. Therefore, Nedshield failed to fulfil its obligations and was in default and as a consequence we cancelled (in Dutch: ontbinden) the agreement (Article 6:265 of the Dutch Civil Code) as far as it still existed.

During the meeting you informed us about the circumstances and suggested to send us a new proposal for the sale of masks, and that you would send it last Friday before 17:00 hours at the latest. According to you the masks were ready for shipment. We informed you that we were prepared to consider your new proposal. Last Friday however, you informed us that you were not able to finalize the proposal because of the public holidays and that you would forward the proposal to us this week as soon as possible.

We are of the opinion that we have given you enough opportunity to offer a new proposal. We do not want to start all over again and see a repetition of last months' course of events. Therefore this is the last opportunity: if we have not received your proposal at the latest on

**Tuesday May, 26. 2020 before 17:00 hrs (our time)** , we are no longer prepared to consider your new proposal.

Kind regards,

Met vriendelijke groet,

5.1.2e

**Ministerie van Volksgezondheid, Welzijn en Sport**  
**Directie Wetgeving en Juridische Zaken**

Parnassusplein 5 | Den Haag  
Postbus 20350 | 2511 EJ Den Haag

5.1.2e

5.1.2e [@minvws.nl](mailto:@minvws.nl)

**Van:** 5.1.2e <5.1.2e@nedshield.com>

**Verzonden:** vrijdag 22 mei 2020 16:51

**Aan:** 5.1.5 <5.1.2e@minvws.nl>

**Onderwerp:** RE: meeting VWS/Nedshield

Dear 5.1.2e

Following our meeting on Wednesday last, I undertook to provide a response and updated/revised proposal to you in light of solving the current issue by 1700 today.

Due to the fact that yesterday was a national holiday and that we found that our supply lines contacts were for the most away today – including even 3M itself, we have not been able to finalize any proposal to you as it needs their confirmations and approvals.

I have been asked to revert back next week when these people are back in the office and things can be picked up.

As such I will forward as early as possible next week the proposal.

Regards

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**From:** 5.1.2e <5.1.2e@nedshield.com>

**Sent:** maandag 18 mei 2020 17:54

**To:** 5.1.5 <5.1.2e@minvws.nl>

**Subject:** RE: meeting VWS/Nedshield

Dear 5.1.2e

The meeting time is fine. I will not bring legal counsel to this meeting however have asked 5.1.2e to attend.

Kind regards

5.1.2e

**From:** 5.1.5 <5.1.2e@minvws.nl>

**Sent:** maandag 18 mei 2020 17:21

**To:** 5.1.2e <5.1.2e@nedshield.com>

**Subject:** meeting VWS/Nedshield

Dear 5.1.2e

We received your e-mail and letter dated May 15, 2020 in response to our letter of May 8, 2020 about the cancellation of the contract. In your letter you propose that both parties investigate in finding a possible solution before Nedshield will progress legally. We are willing to have a meeting with you to discuss and explain the situation, subject to all our rights.

Therefore we invite you for a meeting on Wednesday, 20 May, 2020, 11.00h.  
Location: Ministry of Health, Parnassusplein 5, 2511 VX The Hague, meetingroom 5.1.2e

Could you please let us know a.s.a.p. if you will attend this meeting? If you will be accompanied, we kindly request you to give us the names.

Yours sincerely,

5.1.2a

5.1.2e

Ministry of Health, Welfare and Sport  
The Netherlands