

Purchase and Supply Agreement

BETWEEN

**The State of the Netherlands, for and on behalf of
The Ministry of Health, Care and Sport**

AND

Nedshield ag Switzerland

AND

SJT-Investment Group Oy

t/a

JedX Medcare

Purchase and supply agreement also settlement agreement

The undersigned:

1. **The State of the Netherlands**, which has its seat in The Hague,
represented by the Minister of Health, Care and Sport,

legally represented in this matter by dr [REDACTED] 5.1.2e [REDACTED] 5.1.2e
[REDACTED] 5.1.2e

hereinafter referred to as the **Purchaser**,

and

2. **Nedshield AG**, a company organized under the laws of Switzerland, which has its registered office at Bachtobelstrasse 48, Weinfelden CH-8570 Switzerland, chamber of commerce number CH-440.3.029.399-1

legally represented in this matter by [REDACTED] 5.1.2e

hereinafter referred to as the **Supplier/Manufacturer's Sales Agent**,

3. **SJT-Investment Group Oy t/a JedX Medcare** a company organized under the laws of Finland Trade register number 2675599-7, which has its registered office at Köysikuja 1, 01640 Vantaa, Finland.

4. legally represented in this matter by [REDACTED] 5.1.2e

5.

6. hereinafter referred to as the **Manufacturer**,

Purchaser, Supplier and Manufacturer jointly referred to as the PARTIES and each separately also as PARTY.

WHEREAS:

- A. On 19 March 2020 Purchaser and Supplier entered into a sale and purchase agreement regarding face masks 3M-1860, typeN95;
B. Supplier and Purchaser agree hereby to mutually dissolve the aforementioned agreement and replace it, in its entirety with this Agreement.

Parties agree as follows

1. Definitions

ARIV 2018	the General Government Purchase Conditions as amended by mutual agreement of the parties (Appendix 1 of this Agreement)
Face Masks:	the medical face masks type FFP2 and FFP3 manufactured by JedX Medcare Finland, specified in Appendix 2 of this Agreement.
Goods:	JedX Medcare manufactured face masks delivered by Seller.

2. Purchase

- 2.1 Supplier and Manufacturer shall transfer and deliver to Purchaser 5,500,000 (five million and five hundred thousand) Face Masks. Supplier and Manufacturer hereby agree and acknowledge that the Goods must fully conform to this agreement and failure of the Supplier and Manufacturer to adhere to any portion of this agreement relating to, quantity, quality and time of performance, shall constitute a breach under this

agreement ("tekortkoming in de nakoming").

3. Delivery

3.1 The delivery of the Goods will take place in accordance with the delivery schedule (ie. Shall not be delivered later than the dates provided below):

1. [REDACTED] maskers op 18 September 2020;
2. 5.1.1c [REDACTED] maskers op 05 oktober 2020;
3. [REDACTED] maskers op 30 oktober 2020.

Or in weekly production shipments as follows:

	Quantity	Delivery Date in Bergambacht NL
1	5.1.1c [REDACTED]	24.8.2020
2		18.9.2020
3		25.9.2020
4		2.10.2020
5		9.10.2020
6		16.10.2020
7		23.10.2020
8		30.10.2020

- 3.2 Should Goods be available for delivery earlier, Purchaser shall be obliged to take delivery of the Goods upon three days notice. The minimum delivery quantity per shipment shall be 550.000 face masks.
- 3.3 The parties mutual agree that time is of the essence ("termijnen zijn fataal"). Purchaser will not accept Goods delivered after the above mentioned delivery dates and is under no obligation to pay for such Goods which are delivered late.
- 3.4 The Goods shall be delivered at Schiphol Airport in the Netherlands on the basis of Delivery Duty Paid (DDP) Incoterms 2020. Seller will take care of and pay for the necessary customs formalities, both in the country of dispatch as well as in the Netherlands. Customs duties are for the account of Seller.
- 3.5 Supplier will inform Purchaser at the latest three working days in advance of the planned delivery, through 5.1.2e [REDACTED]@cb.nl and 5.1.2e [REDACTED]@lchulpmiddelen.nl.
- 3.6 After each partial delivery and after clearance of the Goods by the customs authority has taken place Purchaser may, at its sole discretion, have a test of a sample of the Goods be carried out. Purchaser may reject the Goods if it, based on the outcome of this test, determines that the Goods are defective or otherwise not in conformity with this agreement. The test will be carried out by the ("Kwaliteitsteam Landelijk Consortium Hulpmiddelen." Without a prior positive test result of this team Purchaser will not accept the Goods. Acceptance can concern the Goods in whole or in part. The Goods that are not accepted are rejected. Manufacturer will take back any rejected Goods as soon as possible.

4. Payment

4.1 The price of the Goods (DDP Bergambacht): [EURO 14.283.500]

4.2 Comprising:

- 4.3 30% [REDACTED] 5.1.1c FFP3 Masks at [REDACTED] 5.1.1c cents)
- 4.4 70% [REDACTED] FFP2 Masks at [REDACTED] cents)

4.5 per face mask.

4.2. Down payment

The State of the Netherlands shall make a pre-payment on contract signature of 10% of the Purchase Price (EUR 14.283.500) to Manufacturer. Manufacturer shall issue to Purchaser an on-demand bank guarantee for the pre-payment amount prior to Purchaser making the pre-payment.

4.3.Both Supplier and Manufacturer shall submit invoices for payment, the total of which shall be the Purchase Price (EUR 14.283.500).

4.4.

4.5.Supplier and, or Manufacturer shall submit an invoice to Purchaser after the delivery, clearance ("inklaren") and acceptance of the Goods after each shipment. Payment shall be made within 5 days of delivery of each shipment to the Manufacturer and Supplier account specified on the Invoices.

4.6.Invoices submitted may only pertain Goods that have been delivered within the agreed delivery dates, cleared and accepted by Purchaser in accordance with this agreement.

5. Settlement

5.3.Supplier waives irrevocably all rights and remedies it might have with regard to the sale and purchase agreement entered into on 19 March 2020 and the termination/dissolution thereof and everything in connection therewith. Supplier grants Purchaser full and final discharge in this regard. This article shall survive the termination/dissolution or otherwise ending of this agreement.

6. Entry into force of the Contract

This Contract enters into force on the date on which it is signed by all Parties.

7. Applicable Law and choice of forum

7.1.This agreement shall be governed by the laws of the Netherlands. Applicability of the United Nations Convention on Contracts for the International sale of Goods ("Weens Koopverdrag") is expressly excluded.

7.2.All disputes shall be exclusively settled by the District Court of The Hague.

This Agreement agreed upon by Parties:

For and on behalf of Nedshield ag

Place :

Date:

Name: [Redacted] 5.1.2e

Position: [Redacted]

Email:

For and on behalf of The State of the Netherlands

Place : The Hague

Date:

Name: : dr [Redacted] 5.1.2e

Position: [Redacted] 5.1.2e

Email:

For and on behalf of SJT-Investment Group Oy

Place :

Date:

Name: : [Redacted] 5.1.2e

Position: [Redacted]

Email: 5.1.2e @jedx.fi