

## **Donation agreement**

**Between**

**The Kingdom of the Netherlands, the  
Ministry of Health, Welfare and Sport,**

**And**

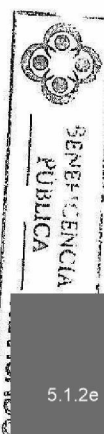
**The Public Welfare Assets Administration of  
Mexico, acting as administrator of the  
assets, rights and resources that integrate  
the public welfare assets**

**Regarding**

**Personal protective equipment**

**Reference number**

**3238864-1013715-GMT**



5.1.2e

**THE PARTIES:**

1. The Netherlands (the Ministry of Health, Welfare and Sport), having its seat in The Hague, represented by the Minister for Health, Welfare and Sport, Mr. H. de Jonge, hereinafter "the Netherlands";

and

2. The Public Welfare Assets Administration of Mexico, having its seat in Mexico City, Mexico, represented by 5.1.2e hereinafter "Mexico"; in possession of full powers to conclude the present instrument, in compliance with Art. 39, Section XXI of the Internal Regulation of the Ministry of Health.

, together designated as "the Parties",

**WHEREAS:**

- a) Mexico has been identified as a country in need of personal protective equipment, and following the letter of Intent of the Dutch Embassy in Mexico signed on April, 16, 2021;
- b) Mexico has accepted the donation proposal, as a voluntary transfer of assets from the Netherlands, as stated in the acceptance letter signed on May 12, 2021;
- c) The Netherlands is able to provide to Mexico personal protective equipment and wishes to proceed with this donation;
- d) The Parties hereby wish to record in writing the legal relationship resulting from the donation in this agreement (hereinafter: the "Agreement").

**HAVE AGREED AS FOLLOWS:****1. Definitions**

In this Agreement, the following terms shall have the following meanings:

- a. **Agreement:** This donation agreement;

**2. Appendix**

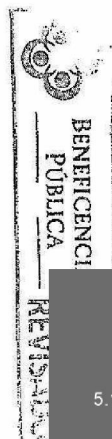
- a. The letter of intent signed on April, 16, 2021 and the acceptance letter signed on May 12, 2021 form part of this agreement.
- b. The Proforma invoice of Mediq Netherlands B.V. dated May 20, 2021, declaring the value of the personal protective equipment, also forms part of this agreement.
- c. In the event of a conflict between this Agreement and the letter of intent and the acceptance letter, this Agreement will prevail;

**3. Donation by the Netherlands**

- 3.1 The Netherlands hereby donates to Mexico the Personal Protective Equipment as specified in the letter of intent dated April 16, 2021, and the Proforma invoice of Mediq Netherlands B.V. dated 20 May, 2021 (see appendix) on the effective date of this Agreement and in their "as is" status at no cost whatsoever. Mexico hereby accepts this donation.

Subject of handover is (hereinafter: "Personal Protective Equipment"):

- 1,000,000 Surgical face masks (type IIR)
- 150,000 Isolation gowns
- 150,000 Disposable aprons
- 70,000 Goggles



- 3.2 The legal ownership of the Personal Protective Equipment shall be transferred to Mexico upon delivery of the Personal Protective Equipment to Mexico as mentioned in article 3.6.
- 3.3 The Netherlands hereby warrants that the Personal Protective Equipment is free of any and all encumbrances and that the Netherlands has full legal rights to donate the Personal Protective Equipment.
- 3.4 The Netherlands is not aware of the occurrence of any event, which in the reasonable judgement of the Netherlands may adversely affect the suitability of the donation of the Personal Protective Equipment for its intended use within the Agreement.
- 3.5 If any further act is required to transfer title to any of the Personal Protective Equipment from The Netherlands to Mexico, the Parties agree to undertake such act as soon as possible after it has become apparent that any such act is required.
- 3.6 The risk of, including damage to, theft or loss of or destruction of the personal protective equipment lies with Mexico upon receipt of the Personal Protective Equipment at Puerto de Veracruz on the date of delivery.
- 3.7 The Netherlands shall in no way be liable to Mexico for any damage including consequential loss and/or personal injury resulting from the use of the Personal Protective Equipment from the effective date of this Agreement. Mexico shall keep the Netherlands harmless for any claim whatsoever by third parties, including laboratories, hospitals and/or patients and/or former patients, and/or, as the case may be, their inhabitants and/or relatives, resulting from such use.
- 3.8 The Parties hereby confirm that, any rights under the general terms and conditions of delivery that may apply to the Personal Protective Equipment, including possible rights under guarantees provided therein and subject to the provisions contained in such terms and conditions, rest with Mexico from the effective date of this Agreement and are therefore hereby, to the extent necessary, assigned to Mexico.
- 3.9 The Netherlands will facilitate and pay for the transport of the Personal Protective Equipment by sea from the Netherlands to Mexico. The Personal Protective Equipment will be transported from the port of Rotterdam to to the port of Veracruz (VCZ) on CIF incoterm. Mexico will be responsible for the customs clearance, potential storage, handling, inland haulage and final distribution of the Personal Protective Equipment, including its costs.
- 3.10 The Netherlands may not revoke the donation of the Personal Protective Equipment.

#### 4. Costs and taxation

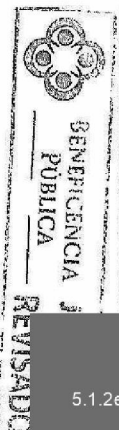
- 4.1 Each Party shall bear its own costs and expenses in relation to the donation and transfer referred to in Clause 3.
- 4.2 The donation is limited to goods that do not incur duties and taxes. Should it become apparent that any of the goods would incur duties or taxes, such goods will be excluded from the donation.

#### 5. Persons of contact

- 5.1 Contact person for the State of the Netherlands: 5.1.2e  
Contact person for the Public Welfare Assets Administration of Mexico: 5.1.2e

#### 6. Applicable law and choice of forum

Donation agreement between The Netherlands and the Public Welfare Assets Admin of Mexico



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- 6.1 The Agreement is exclusively governed by Dutch law.
- 6.2 In the event of any disputes arising from or in connection with this Agreement, the Parties undertake to try to find an amicable solution within three months at the latest, unless urgent interests of one of the Parties oppose this.
- 6.3 If the Parties fail to reach an amicable solution, the dispute will be settled by the competent court in The Hague, The Netherlands.

**7. General Provisions**

- 7.1 This Agreement sets forth the entire agreement of the Parties with respect to the subject matter thereof and supersedes and discharges all prior agreements (written and oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.
- 7.2 No amendment, modification or termination of this Agreement shall be binding on any Party hereto unless it is in writing and is signed by the party to be affected.

Signed in twofold

at The Hague  
on .... - .... - 2021

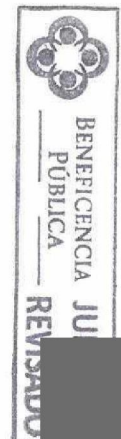
*6/8/2021*

at Mexico City  
on ... - ... - 2021

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 The Netherlands, Represented by  
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 The Minister of Health, Welfare and Sport,  
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 The Public Welfare/Assets  
 Administration of Mexico,  
 Represented by,

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 of the Public Welfare Assets  
 Administration of Mexico



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