



Ministerie van Volksgezondheid,  
Welzijn en Sport

Contract number: 1840582-219412-GMT.

## **Purchase and supply agreement**

between

**The State of the Netherlands,  
the Ministry for Health, Welfare and Sport**

and

**Nedtechcorp B.V.**

and

**SJT Investment Group Ltd**

and

**Nedshield ag Switzerland**

**regarding FFP 2 Masks**



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### Purchase and supply agreement

The undersigned:

1. **The State of the Netherlands**, which has its seat in The Hague, represented by the Minister for Health, Welfare and Sport, legally represented in this matter by dr 5.1.2e 5.1.2e the Department of Pharmaceutical Affairs and Medical Technology hereinafter referred to as the **"Ministry"** or the **"Buyer"**,  
and
2. **Nedtechcorp B.V.**, which has its registered office at Hoornse Hop 2, 2587 RV The Hague the Netherlands, chamber of commerce number 81524528, legally represented in this matter by 5.1.2e hereinafter referred to as the **"Seller"** and the **"sales agent"**  
and
3. **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 5.1.2e 5.1.2e hereinafter referred to as the **"previous Seller"**  
and
4. **SJT-Investment Group Ltd**, a company organized under the laws of Finland, which has its registered office at Köysikuja 1, 01640 Vantaa, Finland, chamber of commerce number FI26755997, legally represented in this matter by 5.1.2e hereinafter referred to as the **"Manufacturer"**

Each party also referred to as "Party" and both parties together as "Parties",

#### WHEREAS:

- a. Since the start of the Covid-19 pandemic in the Netherlands the Ministry is in charge of and has a facilitating role in the combat against the infectious disease Covid-19;
- b. On 19 March 2020 the Ministry and the Previous Seller have entered into a sale and purchase agreement regarding 5.1.2b face masks "3M-1860, type N95";
- c. The Ministry has awarded the aforementioned agreement directly to the Previous Seller for reasons of extreme urgency as there was a shortage of the necessary medical Facemasks, in accordance with article 2.32, section 1, paragraph c of the Dutch Public Procurement Act 2012 ('Dutch PPA' or "Aanbestedingswet 2012");
- d. Between the Previous Seller and the Ministry a dispute has arisen about the execution of the before mentioned agreement;
- e. The sales activities of the Previous Seller with regard to the Personal Protection Equipment (PPE) have been transferred to and continued by Seller. Seller has an established distribution agreement with Manufacturer in The Netherlands and has been granted sole decision-making power and discretion in terms thereof.



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- f. Seller is the sales agent appointed by Manufacturer for the sale of all respirator products and or production capacity or technology ad infinitum and is entitled to conclude this purchase contract, its renewal and additions.
- g. Parties wish to settle the dispute and hereby agree to mutually dissolve the aforementioned agreement and replace it in its entirety with this Agreement regarding the purchase and sale of 5.1.2b FFP2 facemasks (the "Goods") as specified herein, produced by the Manufacturer in Finland;
- h. This purchase and supply agreement supercedes all previous arrangements between Parties in regard to the purchase and sale of Facemasks and the fulfilment of which cancels any and all claims that Nedshield Switzerland AG, 5.1.2e and, or Nedtechcorp BV have, or may have against the Ministry.

#### Parties agree as follows

##### Definitions

ARIV 2018	the General Government Purchase Conditions ( "Algemene Rijks Inkoop voorwaarden")
"Facemasks":	the FFP2 Respirators produced by the Manufacturer in Finland in accordance with the technical specifications and certification requirements as provided in Appendices A (Technical Specification), B (Product Details: JedX Product Data Sheet) and C Product Certificates
the Goods:	the Facemasks

#### 2. Sale of Goods

- 2.1 The Seller shall sell to the Buyer on behalf of the Manufacturer and the Buyer shall purchase from the Seller and take delivery from the Manufacturer the following 5.1.2b 5.1.2b Facemasks:

FFP2 JEDX Facemasks	5.1.2b pieces	split into sizes:
	Regular (75%)	5.1.2b
	Small (25%)	

- 2.2 The technical specifications including certification requirements of the Goods are provided in Appendices A "Technical Specification" and Appendix B "Product Details: JedX Product Data Sheet".
- 2.3 Seller and Manufacturer hereby agree and acknowledge that the Goods must fully conform to this agreement and failure to adhere to this agreement in regard to either quantity, quality and time of performance, shall constitute a breach under this agreement ("tekortkoming in de nakoming").



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- 2.4 The Seller and Manufacturer guarantee that the Goods supplied shall have valid certification(s) to meet the standards provided, that the Goods supplied are produced after the 5<sup>th</sup> of January 2021, the date of issue of the CE certificate by SGS Fimko Ltd in Finland, that the Goods supplied shall meet or exceed the specifications provided for in Appendices A, B and C and that the shelf life of the Goods is five years from the date of Manufacture.
- 2.5 The following documents are an integral part of this Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
- a. this document;
  - b. Appendix A : Product Details: JedX Product Data Sheet
  - d. Appendix B: Product Certificates
  - e. Appendix C : Delivery instructions ("Leveringen Gezichtsmaskers")
  - f. Appendix D: Financial Brochure e-invoicing government ("Financiële Bijsluiter")
  - g. Appendix E: General Government Purchasing Conditions 2018 (ARIV 2018);

### 3. Delivery

- 3.1 The delivery of the Goods will take place in accordance with the delivery schedule:

**JEDX FFP2 masks**

Shipment	Date	Quantity	REGULAR	SMALL
			75%	25%
1	31-mrt	5.1.2b		
2	7-apr			
3	14-apr			
4	21-apr			
5	28-apr			
6	5-mei			
7	12-mei			
8	19-mei			
9	26-mei			
10	2-jun			
11	9-jun			
12	16-jun			
13	23-jun			
14	30-jun			

- 3.2 The Goods shall be delivered in accordance with the abovementioned delivery schedule and in accordance with Enclosure E Delivery instructions ("levering gezichtsmaskers").



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- 3.3 The Goods shall be delivered on the basis of Delivery Duty Paid (DDP) at a location in the Netherlands to be designated by the Ministry.
- 3.4 Parties mutual agree that time is of the essence ("termijnen zijn fataal").
- 3.5 Seller will inform the Ministry at the latest two working days in advance of the planned delivery, through [5.1.2a @cb.nl](#) and [5.1.2a |chulpmiddelen.nl](#); Ministry will than designate the (single) delivery address in The Netherlands for the relevant partial shipment.
- 3.6 Full title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Manufacturer and Seller.
- 3.7 After each partial delivery, the Ministry shall inspect whether the partial delivery is in accordance with the shipping documents and certification.
- 3.8 The Ministry is entitled to consult and appoint a third party inspection company as for instance SGS Fimko Ltd in Finland within seven working days after the partial delivery in order to determine if the Goods are defective or otherwise not in conformity with this Agreement. If such a third party inspection company has been involved and the conclusion is that the Goods are defective or otherwise not in conformity with this agreement, the Ministry shall send to Seller the inspection reports and photographs or a video made of the relevant Goods. Seller and or Manufacturer shall rectify within 14 (fourteen) days after receipt of a notification of the non-conformance. If rectification is not made within this time period, the Ministry may determine whether to accept a refund or replacement of the Goods.
- 3.9 In case that the Ministry is not able to take delivery of the Goods that Seller and Manufacturer wish to deliver in accordance with this agreement for any reason, then any costs incurred due to such delay shall be for the Ministry. If such a delay is longer than five calendar days, the Goods shall be warehoused by the Seller at an approved warehouse in the Netherlands on behalf of the Ministry in which case transfer of title automatically takes place to the Ministry. The Ministry may inspect or appoint a third party to inspect the stock so delivered.

#### 4. Price, invoicing and payment

- 4.1 For the sale of the Goods Buyer agrees to pay and Seller agrees to accept as the "Purchase Price" :

FFP2 JEDX Facemasks	5.1.2b 5.1.2b (as far as applicable)	Delivered Duty Paid (DDP) in the Netherlands at a location to be designated by the Ministry
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- 4.2 Seller shall submit an invoice to the Ministry on the date of a (partial) delivery as mentioned in article 3.





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- 4.3 Seller will send the invoices electronically in the manner prescribed in Appendix E ("Financiële Bijsluiter") to OIN [redacted] 5.1.2h [redacted] Seller will also send an email including the receipt of acceptance of the invoice and with reference 3057-26205 to [redacted] 5.1.2e [redacted]@minvws.nl and [redacted] 5.1.2e [redacted] [minvws.nl](mailto:minvws.nl)
- 4.4 Upon verification that the Goods being delivered in useable condition and in conformity with the technical specification herein, the Ministry shall be obliged to take delivery and make payment of the invoice regarding the Goods as defined therein.
- 4.5 The Ministry will do its utmost to inspect as soon as possible the partial delivery in accordance with article 3.7 and pay the invoice at the latest 7 (seven) working days from the date of receipt of the invoice. The Ministry is entitled to suspend payment in case the partial delivery is not in accordance with the shipping documents and certification as mentioned in article 3.7 and in case the Ministry decides to consult and appoint a third party inspection company as mentioned in article 3.8
- 4.6 The Ministry hereby grants to the Manufacturer a security interest in the Goods sold to the Ministry under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Manufacturer is not entitled to seize the Goods after payment by the Ministry. 4.7 Seller shall issue Buyer a Proforma Invoice (PI) upon signature of this Agreement.
- 4.8 An order conformation shall be issued by Manufacturer to Buyer via Seller.
- 5. Settlement**
- 5.1 Seller and the Previous Seller waive 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. Seller and the Previous Seller grant the Ministry full and final discharge in this regard. This article shall survive the termination/dissolution or otherwise ending of this Agreement.
- 6. Warranty and liability**
- 6.1 The Goods are being sold "as being compliant" with the applicable standards of European Union and in accordance with the technical specifications provided in the appendices.
- 6.2 The Manufacturer and Seller will not be liable for any indirect damage arising out of or relating to this Agreement or the transactions it contemplates,
- 6.3 In no event will the Seller's nor the Manufacturer's liability exceed the price the Buyer has paid for the specific Goods provided and giving rise to the claim or cause of action.
- 6.4 No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against the Seller and or Manufacturer more than 12 months after such a claim has been discovered.



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## **7. Force Majeure**

- 7.1 In the event either Party is unable to perform its obligations under the terms of this Agreement, because of causes reasonably beyond its control (including but not limited to government restrictions or lack of access to equipment, unforeseen at the moment of signing this Agreement) or damage reasonably beyond its control, such Party shall not be liable against the other Party for any damages resulting from such failure to perform or otherwise from such causes.
- 7.2 The term 'Force Majeure' is in any event understood not to include: allocation by the Seller and or the Manufacturer for the benefit of other clients, staff shortages, strikes, staff illness, shortages of materials, transport problems, late delivery or the unsuitability of items required for the performance of the Agreement, liquidity or solvency problems on the part of the Seller and or the Manufacturer or failures on the part of parties engaged by the Seller and or the Manufacturer.
- 7.3 If a Force Majeure event occurs, the Party will give notice thereof to the other parties within 48 (forty-eight) hours of the occurrence of such an event.
- 7.4 A notice of Force Majeure shall be well motivated and, in the event of foreign Government restrictions, be accompanied by an authorized statement from the relevant government evidencing such fact.
- 7.5 In case that a Force Majeure continues for a period exceeding 45 days, the other Party may cancel the contract without penalty at that point.

## **8. Confidentiality and Media**

- 8.1 Unless required by law or necessary in light of the objectives of this Agreement, the Parties shall keep the terms and the nature of all discussions between them relating to this Agreement and relating to affairs pursuant to the previous arrangements confidential and shall not publish, disclose or provide to third parties any information relating to this Agreement. Parties will ensure that their respective employees, agents and sub-contractors fully comply herewith.
- 8.2 Nothing in this Agreement shall prevent the Ministry from any disclosure required under the Dutch Act Dutch Act 'Wet Openbaarheid van Bestuur' (*Freedom of information act*) or to comply with the parliamentary rights on information. Such disclosure shall not constitute a default under this Contract.
- 8.3 The fact that this Agreement has been concluded as well as the essence of this Contract may be disclosed by the Ministry to the parliament (Staten-Generaal).
- 8.4 The Parties shall consult each other timely in case they are approached by the media or consider to react to publications or news in the media, or to approach media, in relation to



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the subject of this Agreement. In their contacts with media, the Parties will respect each other's reasonable interests.

- 8.5 Seller may reference the fact publically that the Ministry is one of its customers and has purchased Face masks, under the condition that this agreement is executed correctly and no other disputes occur

#### **9. Cancellation and termination**

- 9.1 Without prejudice to the other provisions of this agreement either Party may cancel the Agreement in full or in part with immediate effect by registered letter, if the other Party is in default or compliance is permanently or temporarily (more than two weeks) impossible without recourse to the courts and without any compensation of loss of profit incurred.
- 9.2 The Ministry may cancel the Agreement forthwith out of court by registered mail, without being required to send any demand or notice of default, if either Seller or Manufacturer applies for or is granted a provisional or definitive suspension of payment, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved which reasonably effects the compliance to the Agreement.

#### **10. Other terms and conditions**

- 10.1 Parties acknowledge that they have 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.
- 10.2 Parties may not assign any of their rights under this agreement nor delegate any performance under this agreement, except with the prior written consent of both of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 10.3 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.
- 10.4 No amendment to this agreement will be effective unless it is in writing and signed by all parties.
- 10.5 This Agreement is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018) for issues that arise and which are not covered by either this Agreement and, or the other Appendices thereto. Any general and special terms and conditions drawn up by the Seller and or the Manufacturer do not apply. These general terms are attached to this Agreement in Appendix E.
- 10.6 Seller will provide all relevant information to the Ministry and will cooperate on the Ministry's reasonable request for verification purposes of (the quality of) the Facemasks.





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## **11. Duration**

- 11.1 This Agreement will become effective when all 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. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.
- 11.2 This Agreement will end after the execution of the delivery in total.

## **12. Applicable Law and choice of forum**

- 12.1 The laws of 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. Applicability of the United Nations Convention on Contracts for the International sale of Goods ("Weens Koopverdrag") is expressly excluded.
- 12.2 All disputes shall be exclusively settled by the District Court of The Hague, the Netherlands.



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Done on the dates stated below and signed by Parties.

**For seller : Nedtechcorp B.V.**

10-3-2021 *den Haag* (date and place)

5.1.2e

5.1.2e

**For seller: Nedshield Switzerland ag**

5.1.2e

5.1.2e (date and place)

*den Haag - 10-3-2021*

.....(signature)

Mr M. 5.1.2e, CEO

**For Manufacturer: SJT-Investment Group Ltd,**

10/3/21 *Vantaa* (date and place)

5.1.2e



**For the State of the Netherlands,**

**the Ministry for Health, Welfare and Sport**

9/3/21 *The Hague* (date and place)

5.1.2e



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## **Appendix A Product Details**

### **JedX Product Data Sheet**



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**Appendix B**  
**Product Certificates**





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### Appendix C

#### Delivery instructions ("Leveringen Gezichtsmaskers")



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#### Appendix D

#### Financial Brochure e-invoicing government ("Financiële Bijsluiter")



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## Appendix E

### General Government Purchasing Conditions 2018 (ARIV 2018)