

ADDENDUM TO PURCHASE AGREEMENT BETWEEN**MEDIQ NEDERLAND B.V.****for and on behalf of****DE STAAT DER NEDERLANDEN, DE MINISTER VAN VOLKSGEZONDHEID WELZIJN EN
SPORT****AND****LEMOINE HOLLAND B.V****FOR MEDICAL FACE MASKS type II/R**

This Addendum is dated [5] October 2020 and refers to the CONTRACT dated 20 May 2020 between Mediq Nederland B.V. for and on behalf of de Staat der Nederlanden/Minister van VWS and Lemoine Holland B.V. for medical face masks type II/R.

This Addendum will be operative from 1 October 2020.

WHEREAS:

- (A) Parties have entered into the CONTRACT to support the supply of medical face masks type II/R to health care workers who are dealing with patients affected by the COVID-19 virus. The CONTRACT details the purchase and delivery of the Products to health care workers;
- (B) CONTRACTOR has not been able to obtain the required certifications for the medical face masks on time to be able to timely fulfil its delivery obligations under the CONTRACT;
- (C) CONTRACTOR has requested CUSTOMER for a postponement of the starting date of the Deliveries and a corresponding extension of the CONTRACT to accommodate the delay experienced;
- (D) CUSTOMER is willing to accommodate this request and Parties agree to lay down these adjustments in this Addendum.

IT IS AGREED as follows:**1. TERMINATION DATE**

- 1.1 CONTRACTOR has experienced delays in receiving the required certifications for the medical face masks type II/R and CUSTOMER and CONTRACTOR have agreed to an extension of the termination date, as agreed in Article 6, from 20 May 2021 to 20 August 2021. CONTRACTOR will start Deliveries from [...] September 2020.
- 1.2 As a result of this extension, the duration of the CONTRACT in Article 1.1 of Section IV Pricing Schedule will be "fifteen months".
- 1.3 CONTRACTOR has provided for an updated Indicative planning table (milestones) to replace Annex 2 to the CONTRACT. The updated table is attached to this Addendum.

2. MISCELLANEOUS

- 2.1 This Addendum forms an integral part of the CONTRACT.
- 2.2 In the event of any conflict or inconsistency in the terms of the CONTRACT and this Addendum, the order of precedence is: (1) this Addendum and (2) the CONTRACT, including all of its Annexes.
- 2.3 This Addendum is solely governed by and construed in accordance with the laws of The Netherlands.

Signatories

**For and on behalf of MEDIQ NEDERLAND
B.V.**

For and on behalf of Lemoine Holland B.V.

Name:
Position:

Name:
Position:

**For and on behalf of DE STAAT DER
NEDERLANDEN, DE MINISTER VAN
VOLKSGEZONDHEID, WELZIJN EN SPORT**

(10)(2e)

Name: (10)(2e)

Position: (10)(2e)