

1. Applicability

Purchase orders placed by Company ("Order") for the purchase of products, including without limitation, end user products, replaceable units and components thereof and those returned for repair or exchange (collectively referred to as "Products") are governed solely by these terms and conditions of sale ("Terms"), unless and to the extent that a separate contract is executed between Company and Kaz Europe Sàrl, Rte de la Chaux 4, 1030 Bussigny, Switzerland or HOT (UK) Ltd, 100 New Bridge Street, London, EC4V 6JA together referred to as "HOT". Company is defined as the procuring party and Company and HOT are collectively referred to as the "Parties" and individually as a "Party."

2. Orders

Orders are non-cancelable, including any revised and follow-on Orders, and will be governed by these Terms, Orders will specify: (a) Order number, (b) HOT's product part number or quotation number as applicable, including a general description of the product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoices will be sent for payment. Purchase orders are subject to acceptance by HOT. HOT's acknowledgment of receipt of an Order will not constitute acceptance. Any Orders provided under these Terms are for the purpose of identifying the information in (a) through (g), above. Unless expressly agreed to in writing by HOT, any terms conflicting with the terms of these Terms will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect.

Unless otherwise approved in writing by HOT the minimum order value is set out in Appendix 1 to these Terms "Minimum Order Value". HOT may, at its sole discretion accept orders below the Minimum Order Value, for which a handling fee of as specified in Appendix A will apply per Order. The handling fee may be added for partial shipments.

By submitting an Order, Company agrees to only sell HOT Products within its approved location(s) or from Companies authorized website. Any sales outside of Companies store(s) or on other websites require written approval HOT.

3. Delivery and Title

Except as otherwise specified by HOT in a price list or otherwise in writing, delivery terms are DDP Incoterms 2020, HOT's or the HOT designated facility with the exception that Company is responsible for all duties, taxes, and other charges payable upon export. HOT will schedule delivery in accordance with its standard lead time unless the Order states a later delivery date or HOT otherwise agrees in writing. If HOT prepays charges for transportation or any special routing, packing, labelling, handling, or insurance requested by Company, Company will reimburse HOT upon receipt of an invoice for those charges. Title will pass to Company upon full payment.

4. Shipping and Returns

4.1 Shipping

HOT shall use reasonable efforts to ship Products to Company in accordance with the shipment schedule provided to HOT by Company, if any otherwise at the next

available shipment date. HOT reserves the right to ship Products as early as five (5) business days prior to the requested shipment date to accommodate HOT's overall shipment schedules. HOT shall not be liable for damages of any kind as a result of a delay in shipment for any reason. Except as provided above, Company shall not be entitled to change a previously requested shipment date or cancel an order for any Products except with HOT's prior express written consent. If HOT gives its consent pursuant to the preceding sentence but the Products involved have already been shipped to Company, then: (1) Company shall return the Products to HOT and pay all related shipping, handling, customs and insurance charges (for both shipping the Products to Company and returning the Products to HOT); and (2) Company may be charged by HOT a restocking fee to cover rework and handling fees.

4.2 Returns

No Product shall be returned to HOT unless HOT provides prior written approval. In such event Products must be returned within 30 calendar days following HOT's approval, in new condition, original package, with complete identification and in accordance with HOT's instructions, otherwise the shipment will not be accepted. In no event is the approval granted to return Products that are not resaleable. All returns shall be shipped at Company's risk and expense on DDP (Incoterms 2020 basis). HOT shall be entitled to request from Company a return charge of 25% of the invoiced price of the returned Products. The remaining value shall be provided to Company as a credit against future purchases.

5. Acceptance

Products are presumed accepted unless HOT receives written notice of rejection from Company explaining the basis for rejection within thirty (30) calendar days after delivery. HOT will have a reasonable opportunity to repair or replace rejected Products, at its option.

6. Price

Prices for each Product will be priced at the price in effect on the date of HOT's Order acknowledgement, contingent upon the requested delivery date must be before the end of the subsequent calendar year. Pricing may not be available if the published lead-time results in a delivery date beyond the subsequent year, in which case Company will update the Order to reflect applicable year pricing as soon as such pricing becomes available. Prices are stated in EUR or such other currency set out in the Order acknowledgment. HOT reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within these terms, if there are specific written price terms agreed between Company and HOT, then those specific terms shall prevail in the event of inconsistency with this general "Price" article. Prices are subject to change without notice. However, HOT will use reasonable endeavors to provide at least 30 day's notice of any changes. HOT may, from time to time and in its sole discretion, issue surcharges on this and new Orders in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation.

7. Payment

Unless Company has been approved for credit terms by HOT, payment for all orders will be made at the time of order placement. In the event Company has been approved for credit terms, payment is due on the agreed terms between HOT and Company. If credit terms are granted, HOT may change Company's credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. Partial shipments will be invoiced as they are shipped. HOT is not required to provide a hard copy of the invoice. Payments must be made in such currency specified in the invoice.

HOT reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Company is delinquent in payment to HOT, HOT may at its option: (a) withhold performance until all delinquent amounts and late charges, if any, are paid; (b) repossess Products for which payment has not been made; (c) assess late charges on delinquent amounts at the lower of 1% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; and (e) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity.

8. Warranty

HOT warrants that at time of shipment to Company its Products will comply with applicable HOT specification and for a

period that is published from time to time for each Product or line of Products by HOT ("**Product Warranty Period**"), the Products will be free from defects in workmanship and material. The software and software components, including any documentation designated by HOT for use with such software or software components, are provided "AS IS". The entire risk as to satisfactory quality, fitness for purpose, performance, accuracy and effort for such software is with the Company. To the maximum extent permitted by applicable law, HOT excludes all conditions, warranties and representations, whether express or implied regarding any of its software or software components or any of its accompanying documentation.

This warranty runs to the Company, its successors, assigns, and customers.

Company must notify HOT in writing during the warranty period of a nonconformance and, within 7 calendar days of discovery of the nonconformance, disposition the Product in accordance with HOT's written instructions.

Company must return a defective Product to HOT within the warranty period, properly packaged, and with insurance and transportation costs prepaid. HOT must receive the returned Products within 30 days or the claim will be cancelled. HOT's obligation and Company's sole remedy under this warranty is repair or replacement, at HOT's election, of any Product nonconformance. All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. HOT assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from HOT's nearest facility for such Products. If HOT

determines that a nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. HOT will not be liable under this warranty if the Product has been exposed or subjected to any: (1) alteration, modification, or repair by anyone other than HOT or those specifically authorized by HOT; (2) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; (3) damage caused by failure of a HOT supplied Product not under warranty or by any hardware or software not supplied by HOT or (4) use of counterfeit or replacement parts that are neither manufactured nor approved by HOT for use in HOT's manufactured Products.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT WILL HOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Force Majeure

Except for Companies payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the

nonperforming Party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) any other acts of any government that would limit a Party's ability to perform under these Terms; (c) fires, earthquakes, floods, storms or any other acts of God, (d) epidemics, pandemics, quarantines or regional medical crises; (e) shortages or inability to obtain materials, equipment, energy, or components; (f) labor strikes or lockouts; and (g) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of HOT, be eliminated from these Terms without liability, but the Order will remain otherwise unaffected.

10. Limitation of Liability

HOT shall have no liability to Company for any loss of profit, revenue or income, loss of business or goodwill, loss of savings, loss of contracts, loss of production, or any similar or comparable loss, or any indirect loss or damage of any type, in all cases howsoever arising, irrespective of whether or not such loss or damage was foreseeable or in the contemplation of the Party's, and whether arising in contract, tort (including negligence), from an actual or alleged breach of statutory duty, warranty, indemnification, product liability, strict liability or otherwise.

HOT'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH ANY ORDER, THE PRODUCTS OR THESE TERMS, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY COMPANY FOR THE PRODUCTS IN RESPECT OF WHICH THE RELEVANT CLAIM ARISES.

The limitations and exclusions of liability herein shall apply to the extent possible under mandatory applicable law. Particularly, they shall not apply: (i) in the event of personal injury or death arising out of HOT's negligence or that of its personnel; (ii) in the event that losses are suffered by Company arising out of HOT's (or its personnel's) fraud or; (iii – only for HOT UK Ltd) for breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) for breach of section 2 of the Consumer Protection Act 1987; or (v) if such liabilities cannot be limited or excluded by mandatory applicable law.

11. Termination

Either Party may terminate the Order and any or all unperformed Orders by giving written notice to the other Party upon the occurrence of any of the following events: (a) the other Party materially breaches the Order and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach; (b) the other Party fails to make any payment required to be made under the Order when due, and fails to remedy the breach within 5 calendar days after receipt of written notice of nonpayment; or (c) any insolvency or

suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings. Termination does not affect any debt, claim or cause of action accruing to any Party against the other before the termination.

12. Indemnity

HOT shall defend, indemnify and hold Company, and its agents, officers, shareholders, directors and employees, harmless from and against any claims, suits, loss, liability, cost or expense (including but not limited to reasonable attorney's fees and other costs) which may be brought, made against or suffered by Company as a result of:

HOT's breach of any representation, warranty or covenant and the use by Company of the trademarks and/or trade names as authorized by these Terms.

Company shall defend, indemnify and hold HOT, its affiliates, sublicensees, and their agents, officers, shareholders, directors and employees, harmless from and against any claim, suit, loss, liability, cost or expense (including, but not limited to, reasonable attorney's fees and other costs) which may be brought or made against or suffered by HOT as a result of or related to:

Companies breach of (i) any representation, warranty or covenant in this the Order; (ii) any commercial claims or disputes arising out of or relating to Companies and/or its affiliate's sales of Products to any distributors, wholesalers or retailers; (iii) the operation of

Company's business; (iv) any government regulatory licenses, permits or other matters relating to the importations and/or sales of Products in the Territory; (v) any advertisements or other printed matter prepared by Company of or concerning the Products; (vi) any violation of any applicable law or standards governing the Products or the advertising, marketing, sales and/or distribution of Products in effect in the Territory; (vii) any actions or inactions by any of Company's related to the Products; or (viii) any alleged unfair competition, trademark or copyright infringement caused by Company's advertising or promotion brought by a third party except if such alleged infringement is based upon Company's use of the trademarks and/or trade names as authorized in this these Terms

To receive the foregoing indemnities, the indemnified Party must notify the other, as applicable, in writing of a claim or suit promptly and provide reasonable cooperation and full authority to defend or settle the claim or suit. If the indemnified Party provides written notice of a claim or lawsuit and the indemnifying Party fails to undertake to defend the claim or lawsuit, the indemnified Party has the right to participate in the claim or lawsuit at its own cost and will be entitled to reimbursement for all attorney fees and costs spent in said defense. HOT shall have the right, at Company's expense, to undertake and conduct the defense of any cause of action hereunder and handle any such claim or demand with counsel of its own selection.

13. Intellectual Property

All Intellectual Property Rights relating to the Products and the marketing materials as defined below are, and shall at all times remain, the property of HOT (or any of its

Licensors) and except as expressly provided in these Terms shall be construed as granting or transferring any rights in respect of any such Intellectual Property Rights to the Company. "Intellectual Property Rights" mean patents, utility models, rights to inventions, copyright, trademarks and service marks, business names and domain names, rights in designs and all other intellectual property rights (in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world). Marketing materials mean such images, photographs, logos, visuals, data, promotional materials and literature, display cases and items and any other information or items approved by HOT from time to time and made available by HOT to the Company. Company shall not, without the prior written consent of HOT, alter or make any addition to the labelling or packaging of the Products.

Company shall not use, register or apply to register any trademark which is the same as or confusingly similar in sound, appearance or meaning to any name, trademark or trade name of HOT. Company shall promptly give notice in writing to HOT if it becomes aware of any infringement or suspected infringement of any Intellectual Property Right relating to the Products or HOT; or any claim that any Product or the manufacture, use, sale or other disposal of any Product, whether or not under the Trade Marks, infringes the rights of any third party.

14. Compliance

Company shall comply with all relevant anti-corruption and other legislation, including but not limited to all legislation that applies to Company. Provided Company distributes medical devices manufactured by HOT or a HOT affiliate Company shall comply with the terms and conditions of Appendix 2 Company shall immediately inform HOT if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.

Company acknowledges that HOT operates ESG (Environmental, Social and Governance (ESG)) principles which are available for download [here](#). Company shall, at all times, conduct, and procure that its officers, directors, employees and representatives conduct business ethically and in accordance with the relevant provisions of HOT's ESG guiding principles. The foregoing shall apply whether or not Company is acting pursuant to these Terms or any Order. Company agrees that it must be able to demonstrate its compliance with the requirements referred to in this section. This includes but is not limited to HOT having the right to inspect any site involving activities under these Terms. In the event Company fails to comply with this section HOT shall be entitled to immediately terminate any commercial relationship with Company, including without limitation any Order, without further liability to HOT.

15. Miscellaneous

Failure by HOT to enforce at any time any of the provisions of these Terms shall not in any way be construed as a waiver of such provision nor in any way affect the validity of these Terms, any right hereof or,

the right of HOT thereafter to enforce any provision.

If any provision of these Terms is found to be invalid, illegal or unenforceable, the remaining provisions shall not be affected thereby. A replacement provision shall be included which is as close as is legally permissible to the provision found invalid, illegal or unenforceable which achieves as closely as possible the effects of the original provision.

Company may not assign, transfer, charge or otherwise deal in whole or in part, with its rights or obligations under any Order without HOT's prior written consent.

HOT may assign, transfer charge or otherwise deal in whole or in part, with its rights or obligations under any Order without Company's consent. HOT is a member of a group of companies and accordingly, HOT may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of HOT.

Company agrees to only sell Products within its approved store location(s) or from Companies own website. Any sales outside of Companies store or on other websites require written approval by HOT. Nothing in these Terms shall prevent Company from responding to unsolicited inquiries or effective use of the internet to sell the Products.

These Terms may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the agreement.

These Terms constitute the entire agreement between the Parties and supersede all previous agreements, whether written or oral, relating to their subject matter.

These Terms and any other terms agreed between the Parties shall be interpreted, construed and enforced in accordance with Swiss law for Orders placed on KAZ Europe Sarl and with the law of England and Wales for Orders placed on HOT UK Ltd. The Parties expressly and irrevocably submit all disputes related to any Order and these Terms (including any non-contractual disputes related to them) to the exclusive jurisdiction of the courts of Lausanne, Switzerland for Orders placed on KAZ Europe Sarl and London for Orders placed on HOT UK Ltd.

Appendix 1

Minimum Order Value (unless a higher value is agreed between the parties)

	Health & Wellness	Home and Outdoor
Minimum order value	500 EUR/GBP	EDI / NU Order: 300 EUR / 250 GBP NON EDI/ NU Order: 500 EUR / GBP Norway: 6000 NOK
Handling Fee	50 EUR / GBP	20 EUR / GBP

Appendix 2 - Medical Distributor

Product Traceability

Distributor must keep a quality tracking chart in the format prescribed by Kaz. In the event that the return rate of a particular Product SKU exceeds two percent (2%) of Distributor's total annual purchases of such Product SKU in any given year during the term of this Agreement, Distributor shall immediately notify Kaz with the actual return rate and provide Kaz an opportunity to inspect Distributor's Product returns within a reasonable period of time. If such inspection reveals that (i) the return rate in fact exceeds two percent (2%) of Distributor's total annual purchases of such Product SKU, (ii) such Product SKU contains a defect in material and/or workmanship, and (iii) all returns of such Product SKU arise out of or relate to the same such defect, then Kaz agrees to compensate Distributor an amount equivalent to Distributor's purchases from Kaz and its affiliates for such returned Products along with a reimbursement of Distributor's shipping and incidental charges incurred in connection with the return and replacement of such Products. For the avoidance of doubt, the foregoing compensation shall only apply to the extent of purchases during a given Contract Year and shall not take into account any defective allowance given to Distributor's customers as part of their trading terms.

Under no circumstances shall the following be included in the return rate for purposes of calculating the above two percent (2%) threshold: (a) a Product that has been damaged, misused, neglected or abused by some party other than Kaz or in transit; (b) a Product that has been modified, or repair attempted, by some

party other than Kaz; (c) a Product that has been used in conjunction with another party's product or equipment that interferes with the operation of such Product; (d) a Product that has been used in violation of Kaz's written instructions furnished to Distributor and/or consumers prior to or in connection with the delivery of the Product and such action is the cause of the malfunction; (e) a Product that has been used for any purpose other than that for which it was intended; and/or (f) a Product that has been improperly stored or used.

Distributor shall achieve an appropriate level of traceability of products including product name, reference (product code), UDI (when applicable and for medical devices only) LOT number and/or Serial number (when applicable).

Storage

Distributors shall ensure that storage and transport conditions, when under their responsibility, are appropriate and comply with the recommendations of the manufacturer.

Non-conformity, complaints and recall

If a distributor considers a product to be non-compliant, the device shall not be made available on the market until it has been brought into conformity. In this case, the distributor shall immediately inform the manufacturer. Where the distributor considers or has reason to believe that the device presents a serious risk or is a falsified device, it shall also inform the competent authority of the Member State in which it is established.

Distributor that have received complaints related to a product they have made available, shall immediately inform the

manufacturer. Distributor shall keep a register of complaints, of non-conforming product and of recalls and withdrawals, and keep the manufacturer informed of such monitoring and provide them with any information upon their request.

When and if applicable, distributors shall co-operate with the manufacturer to ensure that the necessary corrective action to bring a product into conformity, to withdraw or to recall it, as appropriate, is taken.

Distributors shall, upon request by a competent authority, provide it with all the information and documentation that is at their disposal and is necessary to demonstrate the conformity of a device.