

GENERAL TERMS AND CONDITION OF SALE

The Buyer's attention is specifically drawn to the following clauses: Price, Invoice and Payment, including interest on late payment and collection costs; Risk and Ownership including Retention of Title and the Seller's right of entry and repossession, Indemnity, Confidentiality, Limitation of Liability and Governing Law and Jurisdiction.

1. DEFINITIONS & INTERPRETATION

The following definitions apply:

"Buyer" – firm or a company purchasing the Goods.

"Seller" – means the entity issuing the relevant order confirmation or invoice.

"Parties" – Seller and Buyer.

"Goods" – means the products supplied by the Seller.

"Terms" – these General Terms and Conditions of Sale

"Day" – Business Day from Monday to Friday (inclusive) which is not a statutory holiday in the location where the receiving party is based.

"Order" – any request, purchase order, or instruction submitted by the Buyer to the Seller for the supply of Goods. It must specify the type and quantity of Goods, price of the Goods, delivery terms (including delivery location), requested delivery date.

"Non-Conformity" – the delivered Goods are either: (a) short delivered; (b) damaged, lost, tampered with, contaminated or improperly packaged; (c) miss-shipped, or the wrong type, or not matching the specification in the Order Confirmation.

"Intellectual Property" – all intellectual and industrial property rights in any form, whether registered or unregistered, including rights in design, inventions, patents, trademarks, trade names, logos, domain names, copyright, software, and associated applications, renewals and extension.

"Marketing Materials" – any materials, content, or media created, supplied, or approved by the Seller for the promotion, advertising, or sale of the Goods, including brochures, price list, images, videos, packaging, and digital content.

1.1. Headings are inserted for ease of reference only and shall not affect the interpretation of these Terms.

1.2. Words in the singular include plural and vice versa.

2. APPLICATION & ACCEPTANCE

2.1. These Terms govern all quotations, offers, negotiations, pre-contractual dealings, orders and contracts for the sale of Goods by the Seller.

2.2. These Terms apply exclusively. Any terms or conditions proposed, referenced or relied upon by the Buyer (including in any purchase order, confirmation or other document) are expressly rejected and shall have no effect.

3. ORDERS

3.1. All quotations provided by the Seller are non-binding and may be withdrawn or revised at any time prior to order confirmation.

3.2. All Orders must be submitted in writing by the Buyer, including by email or electronic order system.

3.3. The Seller may specify a minimum order value from time to time. If an Order is below the minimum order values, the Seller may accept the Order, and a handling fee shall apply per Order. Where the Goods are shipped in partial deliveries at Buyer's request or due to circumstances attributable to the Buyer, an additional handling fee may apply per shipment.

3.4. The Buyer shall: (a) satisfy itself that the Goods specified in the Order are suitable for its intended use and requirements; and (b) provide accurate and complete Order information. Any identified errors, omissions, or ambiguities, shall be resolved in consultation with the Seller.

3.5. Order remains open for acceptance by the Seller for 30 Days from receipt, provided the Goods are available. The Seller may accept the Order at any time during this 30-Day period. Acknowledgment of receipt of an Order does not constitute acceptance. Seller may reject any Order, in whole or in part at its sole discretion without liability. The Buyer may withdraw to Order in writing before acceptance.

3.6. An Order becomes binding on the Parties (and hence cannot be withdrawn) once the Seller has confirmed the Order in writing by issuing the Buyer with an "Order Confirmation" document.

3.7. In the event of limited stock or market shortages, the Seller may allocate available Goods among its customers at its sole discretion. The Seller may inform the Buyer of any such shortage but shall no liability for allocation decision.

4. PRICE, INVOICING & PAYMENT

4.1. Unless otherwise agreed in writing, all prices stated in the Order Confirmation are fixed and based on Seller's price list in effect at the time of confirmation.

4.2. Seller will issue the invoice when the Goods are ready for collection.

4.3. Any complaint regarding an invoice must be submitted in writing within 14 Days of receipt. After this period, the invoice is deemed accepted.

4.4. Unless otherwise stated on the invoice, payment must be made in full and cleared funds within 30 Days from the invoice date to the bank account specified by the Seller. All bank charges are Buyer's responsibility.

4.5. If Payment is not received by the due date, the Seller is entitled to: (a) charge interest on the overdue amount from the due date until full payment is received, at the maximum rate permitted under applicable law; and (b) suspend, stop or cancel any pending or future deliveries until all outstanding amounts are paid.

4.6. All reasonable costs and expenses incurred by the Seller in recovering overdue amounts shall be borne by the Buyer.

5. DELIVERY

5.1. The Delivery is deemed to be made when the Goods are made available to the Buyer at the location specified in the Order Confirmation, whether for collection by the Buyer (Ex Works) or delivery by the Seller (DDP) ("Delivery").

5.2. All dates or periods for Delivery are estimates provided in good faith. Delivery periods may be adjusted for events beyond the Seller's control, including adverse weather, transport delays or other Force Majeure Events.

5.3. Seller shall not be liable for any claim for non-delivery, unless the Buyer notifies in writing within 7 Days from the date the Goods would ordinarily have been delivered.

6. RISK & OWNERSHIP

6.1. Ownership of the Goods shall remain with the Seller until the Seller has received full payment of all amounts due in respect of the Goods.

6.2. The risk of loss or damage passes to the Buyer on Delivery.

6.3. Until ownership passes, the Buyer shall: (a) store the Goods separately and clearly identifiable as the Seller's property; (b) keep the Goods insured for their full value; (c) not pledge or grant any security interest over the Goods.

6.4. The Buyer may re-sell the Goods in the ordinary course of business before ownership passes. In such a case, the Buyer shall hold the proceeds of resale on behalf of the Seller to the extent of any unpaid amounts.

6.5. If the Buyer fails to pay when due, becomes insolvent, or breaches these Terms, the Seller may: (a) revoke the Buyer's right to resell; (b) require the Buyer to deliver back the Goods; (c) enter the Buyer's premises to the extent permitted by applicable law, to recover Goods.

6.6. The Buyer shall take all reasonable steps and execute any document required to protect or give effect to the Seller's retention of title rights under applicable law.

7. ACCEPTANCE OF DELIVERY

7.1. The Buyer must accept Delivery of Goods that conform to the Order Confirmation. Once the Buyer has accepted the Goods, it may no longer reject them for Non-Conformity that was or could have been discovered upon reasonable inspection.

7.2. If: (a) in case of **Ex Works Delivery**, the Buyer fails to collect the Goods within 14 days (EU) or 60 days (non-EU) of notification of readiness, OR (b) in case of **DDP Delivery**, the Buyer refuses or delays acceptance without justifiable reason; Seller may, without prejudice to any other rights: (a) store and insure the Goods at the Buyer's risk and expense; (b) resell the Goods to third parties; and (c) cancel the relevant Order.

7.3. The Buyer shall be liable to the Seller for any shortfall between the resale price and the contract price, and expenses incurred due to such failure or delay.

7.4. Refusal or delay in acceptance does not relieve the Buyer of its obligations under these Terms, including payment.

8. INSTALMENTS

8.1. Where Goods are Delivered in instalments, each of which constitutes a separate agreement.

8.2. Acceptance or inspection of one instalment does not affect rights relating to other instalments.

8.3. Any defect or delay in an instalment shall not entitle the Buyer to not accept, cancel or reject the remaining instalments.

9. INSPECTION & NON-CONFORMITY

9.1. The Buyer shall inspect the Goods immediately upon physical delivery.

9.2. Any, Non-Conformities must be recorded in writing on the delivery documents and communicated to the Seller and carrier or transporter where applicable.

9.3. In the case of defect, loss or damage which is not apparent upon immediate inspection ("non-apparent damage"), the Buyer must modify the Seller in writing of the general nature of the defect, loss or damage within 7 Days from the date of physical delivery.

9.4. If the Buyer fails to inspect the Goods, make the required reservation and/or to notify the Seller of Non-Conformity or non-apparent damage within the applicable time frame; (a) Buyer loses any right to claim for transport damage, (b) the Goods are deemed to have been delivered in good condition and (c) the Buyer must pay for the Goods.

- 9.5. The Seller shall not be liable for loss or damage arising during transport after the Goods have been handed over to the carrier.
- 9.6. Transport damage or damage resulting from improper handling, unloading, or storage may not be reclassified or asserted as a latent defect, manufacturing defect or lack of conformity of the Goods.
- 10. WARRANTY, DEFECTS & RETURNS**
- 10.1. The Seller warrants that the Goods shall, for applicable warranty period specified in the relevant product documentation or otherwise agreed in writing (“Warranty Period”), conform in all material respects to the agreed specifications and be free from material defects in materials and workmanship.
- 10.2. The Buyer must notify the Seller in writing of any alleged defect without undue delay after discovery and in any event no later than the expiry of the Warranty Period, providing reasonable details of the defect including proof of purchase and a description of the issue. Failure to give such notice will result in the loss of warranty claim to the extent permitted by applicable law.
- 10.3. The Seller may request inspection, photographs, samples, or batch identification before authorising any return. Goods may not be returned without the Seller’s prior written consent.
- 10.4. If the warranty claim is valid, the Seller may, at its sole discretion, repair or replace defective Goods or refund the purchase price. This shall be the Buyer’s sole remedy.
- 10.5. Repaired or replaced Goods are only warranted for the remainder of the original Warranty Period.
- 10.6. This warranty does not cover defects or damage resulting from normal wear and tear, misuse, abnormal use, improper storage or handling, unauthorised modifications or repairs, or use contrary to the Seller’s instructions.
- 10.7. Except as expressly stated in this clause the Seller provides no further warranties, whether express or implied, in relation to the Goods.
- 11. LIMITATION OF LIABILITY**
- 11.1. Nothing in these Terms excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be excluded or limited under applicable law.
- 11.2. Subject to the above, the Seller shall not be liable for any indirect, incidental, consequential or special loss, including loss of profit, revenue, business, goodwill, savings, production, or opportunity, whether arising in contract, tort (including negligence), statutory duty, strict liability, or otherwise.
- 11.3. The Seller’s total aggregate liability arising out of or in connection with any Order shall be limited to repair, replacement, or refund of the Goods giving rise to the claim and shall not exceed the price paid for those Goods under given Order.
- 12. INDEMNITY**
- 12.1. The Seller shall indemnify the Buyer solely against third-party claims, awarded by the competent courts to the extent directly caused by a defect in the Goods that constitutes a breach of the Seller’s warranty and existed at the time of Delivery.
- 12.2. The Buyer shall indemnify the Seller and its affiliates, officers, employees, and agents from any claims, losses, damages, liabilities, fines, penalties and reasonable legal costs arising out of or in connection with: (a) the Buyer’s use, handling, storage, marketing, sale or distribution of the Goods; (b) any modification or alteration of the Goods not authorised by the Seller; (c) the Buyer’s breach of these Terms or applicable law; (d) the Buyer’s failure to obtain required licenses, permits or approvals; or (e) any act or omission of the Buyer resulting in personal injury, property damage, regulatory action or intellectual property infringement. This indemnity shall apply to third-party claims as well as regulatory actions.
- 12.3. The indemnified Party must promptly notify the indemnifying Party of any claim and shall allow it to assume control of the defence and settlement. The indemnified Party shall provide reasonable cooperation and shall not admit liability or settle without prior written consent of the indemnifying Party.
- 12.4. All indemnities are subject to the limitations of liability set out in these Terms.
- 12.5. This clause applies regardless of the legal basis of the claim (whether in contract, tort, strict liability, or otherwise) and shall survive termination or expiration of the agreement between the Parties.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1. All Intellectual Property rights in the Goods and any Marketing Materials supplied or approved by the Seller remain the sole property of the Seller or its licensors (“IP”). Nothing in these Terms grants the Buyer any ownership or other rights in such IP.
- 13.2. The Buyer shall not copy, modify, reproduce, distribute, or use IP in any manner not expressly authorised by the Seller, including any trademark, trade names, logos, domain names and branding. The Buyer shall not alter or create additional labelling, packaging or marketing materials for the Goods without the Seller’s prior written consent.
- 13.3. The Buyer shall promptly notify the Seller if it becomes aware of any infringement or suspected infringement of the Seller’s IP or any third-party claims relating to the Goods or their use, sale or manufacture.
- 14. RESALE AND DISTRIBUTION RESTRICTIONS**
- 14.1. The Buyer may sell the Goods through its physical retail outlet and through its own online stores or websites. The Buyer shall not sell the Goods via discernible third-party online marketplaces or platforms without the Seller’s prior written authorisation.
- 14.2. Nothing in these Terms shall prevent the Buyer from responding to unsolicited customer enquiries or from carrying out lawful passive sales, including cross-boarder sales, in accordance with applicable competition law.
- 15. FORCE MAJEURE**
- 15.1. Neither Party shall be liable for any delay or failure to perform its obligations (other than payment obligations) if caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, governmental actions, strikes or labour disputes, transportation disruptions, shortages of materials or energy, power failures of other similar events (“Force Majeure Event”).
- 15.2. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effect of the Force Majeure Event.
- 15.3. If a Force Majeure Event continues for more than 30 consecutive days, either Party may terminate the affected order upon written notice without liability.
- 15.4. The Seller may, at its discretion, cancel or reduce quantities of Goods affected by a Force Majeure Event without liability, and the remainder of the order shall remain in effect.
- 15.5. REGULATORY COMPLIANCE**
- 15.6. The Buyer shall be solely responsible for ensuring that its use, marketing, distribution, importation and resale of the Goods comply with all applicable laws and regulations in the relevant jurisdiction.
- 15.7. The Buyer shall obtain and maintain all required licenses, permits, registrations and approvals and shall bear all related costs, including taxes, duties and charges.
- 15.8. The Buyer shall comply with all applicable laws relating to trade compliance, export control, sanctions and anti-corruption.
- 15.9. Where the Buyer acts as distributor, importer, or other economic operator under applicable product regulation (including medical device legislation where applicable), the Buyer shall comply with all obligations applicable to it in such a role.
- 15.10. The Buyer shall, in particular: (a) ensure that the Goods are handled, stored, marketed and distributed in accordance with applicable requirements and any instructions provided by the Seller; (b) maintain appropriate records to ensure traceability of the Goods and provide such information to the Seller upon reasonable request; (c) promptly notify the Seller of any complaints, adverse events, safety issues or regulatory actions related to the Goods; and (d) cooperate with the Seller in connection with any investigation, corrective action, or product recall.
- 15.11. The Buyer shall promptly inform the Seller of any local regulatory requirements applicable to the Goods that are not previously communicated to the Seller and that may affect their marketing use.
- 15.12. Upon reasonable request, the Buyer shall provide information necessary to demonstrate compliance with this clause.
- 15.13. Any breach of this clause shall constitute a material breach entitling the Seller to suspend performance or to terminate the agreement with immediate effect.
- 16. SUSPENSION & TERMINATION**
- 16.1. Suspension. The Seller may suspend performance of any order or agreement, in whole or in part, with immediate effect if it reasonably believes that the Buyer is in breach of these terms, including any agreement on territory, sales channels, or use of the Seller’s IP Rights.
- 16.2. Termination for cause. The Seller may terminate any Order or agreement with immediate effect by written notice if the Buyer: (a) fails to pay any undisputed amount within 15 days of its due date; (b) becomes insolvent, enters liquidation, administration or any similar proceedings, or ceases or threatens to cease business; (c) commits a material breach of these Terms and, if capable of remedy, fails to remedy such breach within 7 days of notice; or (d) breaches applicable law or otherwise acts in a manner that may materially harm the Seller’s business, reputation or interests.
- 16.3. Termination for convenience. The Seller may, at any time, terminate any ongoing agreement or order by giving 60 days’ written notice to the Buyer.
- 16.4. Effect of suspension or termination. Upon suspension or termination: (a) all outstanding amounts shall become immediately due and payable; (b) the Seller may cease all deliveries and performance; (c) the Buyer shall pay for all Goods delivered and all reasonable costs incurred in connection with the affected order; (d) each Party shall return or securely destroy the other

Party's confidential information. Termination shall not affect any rights or remedies accrued prior to termination.

16.5. To the maximum extent permitted by law, neither Party shall be liable for any loss of anticipated profits, goodwill, any indirect or consequential loss arising solely from lawful suspension or termination under this clause.

17. CONFIDENTIALITY

17.1. Each Party shall treat as confidential all non-public information received from the other Party in connection with sale of Goods and shall use such information solely for the performance of the contractual relationship. Such information may not be disclosed to third parties without prior written consent, except to the extent required by law or by competent authorities.

18. MISCELLANEOUS

18.1. **Amendments.** The Seller may amend these Terms from time to time. The version in force at the time of the order shall apply. The current version is available on the Seller's website or upon request. Continued ordering after an amendment constitutes acceptance of the amended terms.

18.2. **Variation.** No variation of any order or these Terms shall be made effective unless made in writing and signed by authorised representatives of the parties.

18.3. **Assignment and Subcontracting.** The Buyer may not assign, transfer or otherwise dispose of any of its rights or obligations under these Terms without Seller's prior written consent. The Seller may assign, transfer or subcontract any of its rights or obligations under these Terms without the Buyer's consent. The Seller remains responsible for the performance of its obligations.

18.4. **No Partnership or Agency.** Nothing in these Terms, not the conduct of the Parties, shall be construed as creating any agency, partnership, joint venture, employment relationship or any relationship other than Buyer and Seller. Neither Party has authority to bind or act on behalf of the other.

18.5. **Notices.** Any notice under these Terms shall be in writing and may be delivered by email or registered mail to the contact details last notified by the receiving Party. Notices shall be deemed received upon confirmation of delivery or receipt (or, if sent by email, upon successful transmission without error).

18.6. **Severability.** If any provision of these Terms is held to be invalid, illegal or unenforceable, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect. Any invalid provision shall be replaced by a valid provision reflecting the original commercial intent as closely as possible.

18.7. **Survival.** Any provisions which by their nature are intended to survive termination shall remain in effect, including provisions relating to payment, limitation of liability, retention of title, confidentiality, indemnities, governing law and dispute resolution.

18.8. **Waiver.** No failure or delay of either Party in exercising any rights or remedy under these Terms shall constitute a waiver of that right or remedy, not shall it prevent further exercise of it. Any waiver must be in writing

18.9. **Third Party Rights.** No person who is not a Party to these Terms shall have any right to enforce any of its provisions, except as required by applicable law.

18.10. **Authority.** Each Party represents that it has power and authority to enter into and perform its obligations under these Terms. Any person placing an order on behalf of the Buyer is deemed to have authority to bind the Buyer.

19. GOVERNING LAW AND JURISDICTION

19.1. These Terms and any dispute, claim or controversy arising out of or in connection with them, including any non-contractual obligations, shall be governed by and construed in accordance with the laws of the country in which the Seller entity issuing the relevant Order Confirmation or invoice is established. The United Nations Convention on Contracts for the International Sale of Goods (ICSH) is expressly excluded. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts located in the principal city nearest to the registered office of the Seller entity.