

MEDTECH-UK LIMITED - STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS & CONDITIONS WILL APPLY TO ALL ORDERS RECEIVED AND ALL SALES MADE BY MEDTECH UK LIMITED (THE "COMPANY") OR TO ANY PERSON, FIRM, COMPANY OR OTHER ORGANISATION WHO OR WHICH HAS ORDERED GOODS FROM THE COMPANY INCLUDING ITS SUBSIDIARIES AND AFFILIATES:

The following words and or expressions shall for the purposes of these Terms & Conditions have the meanings ascribed to them below:

"The Customer" or the "Customer" means the entity or person to be supplied with Goods from the Company. "Goods" means all items and/or products and/or equipment agreed to be supplied by the Company and "Good" means any one of them. "Purchase Order" means the offer by the Customer to purchase the Goods. "Samples" means any disposal of a Good at no charge for, or use of a Good without charge. "Quotation" means the quotation provided by the Company in respect of the Goods and where more than one has been provided, shall mean the last quotation provided.

1. CONTRACT FORMATION & PURCHASE ORDERS

The Quotation constitutes an offer by the Company to supply the Goods subject to the terms and conditions as provided herein. The Company shall use reasonable efforts to supply the Goods as set out in the Quotation to the Customer and the Customer shall be deemed to have accepted all terms and conditions herein upon the Company's receipt of a Purchase Order from the Customer or upon delivery of the Goods to the Customer (whichever is the earlier) notwithstanding the absence of a written acceptance from the Customer. Nothing in the Customer's acceptance shall modify any terms and conditions herein and or add additional terms and conditions unless previously agreed in writing by the Company. The Company may in its sole discretion, provide Customer with Samples for evaluation purposes. If the Customer uses any Samples, these Terms & Conditions shall apply and the following additional terms and conditions shall also apply. The Customer agrees that the Sample is provided to enable the Customer to assess the quality, condition, and sufficiency for purpose of the Goods and does not constitute a sale. The Customer agrees to conduct all evaluations of Samples in accordance with the Instructions for Use which can be found in the Sample packaging. Customer acknowledges that Samples, are provided "AS IS" with no warranties of any kind. COMPANY SHALL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A SAMPLE AND CUSTOMER'S USE OF OR RELIANCE ON ANY SAMPLE IS AT CUSTOMER'S OWN RISK. The Customer shall accept the Company's offer to sell the Good(s) by means of a written individual Purchase Order. The Purchase Order shall specify applicable prices, quantities, shipping schedule, shipping instructions, any special requirements and any other similar matters applicable to the individual order.

2. PROPERTY & RISK

Risk in the Goods shall pass to the Customer upon delivery of the Goods to the Customer. Title to the Goods shall not pass to the Customer until the earlier of the following: - (i) The Company receives payment in full (in cash or cleared funds) for the Goods, in which case Title to these Goods shall pass at the time of payment; or (ii) The Customer reselling those Goods, in which case, Title to those Goods shall pass to the Customer immediately prior to the resale of those Goods to the Customer's customer.

3. DELIVERY

- a) Purchase Order cancellations will not be accepted once the Company has accepted the customers Purchase Order(s) in accordance with paragraphs 1 and 2 above.
- b) The Company will use its reasonable efforts to meet the forecasted date of delivery for the Good(s) ("the Delivery Date"), however the Delivery Date is an estimate only. The Delivery Date shall not be of the essence and the Company shall have no liability to the Customer if there is any delay in dispatch or delivery of the Good(s). If the Good(s) are not delivered on the Delivery Date, the Customer shall not be entitled to reject the Good(s) or make any abatement to the purchase price of the Good(s). All Good(s) shall be shipped via method and carrier specified on the Purchase Order. All Good(s) shall be shipped via method and carrier specified on the Purchase Order. Save as otherwise agreed, all costs of shipping, duties and the like in respect of the Good(s) shall be at the expense of the Customer.
- c) Deviations in quantity of the Goods (representing not more than 5% of the quantity of Goods ordered) from that stated in the Purchase Order shall not give the Customer any right to reject the Goods or to claim damages and the Customer shall be obliged to accept and pay the rate specified in the Purchase Order for the quantity of the Goods delivered. The Company shall not be liable for any shortage in Goods delivered unless notice thereof shall have been given to the Company in writing within 5 days of the date of delivery. If the Customer fails to notify the Company within the said period, the Customer will be deemed to have accepted the shipment of Goods in question.

4. PRICES & PAYMENT

- a) The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a price specified in the Purchase Order is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the Purchase Order. The Company reserves the right, by giving at a minimum 14 days' advance notice in writing to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, including but not limited to:
 - (i) any change in mode or timing of delivery, performance dates, quantities or specifications for the Goods which is requested by the Customer.
 - (ii) any increase in the costs to the Company of materials, labour, and services (even if caused by currency fluctuations); or
 - (iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- b) The Company shall issue an invoice for each shipment of Good(s) and the Customer shall make payment of each relevant invoice within thirty (30) days of the date of the invoice.
- c) Time shall be of the essence with regard to payment of the price under the Purchase Order. Receipts for payment will be issued only upon request by the Customer. Except as otherwise agreed in writing between the Customer and the Company, payment can be made by cheque, cash, credit card, bank draft or electronic funds transfer in the currency specified in the Company's invoice. The Company reserves the right to charge compound interest at the rate of two percent (2%) per calendar month on all accounts overdue (both before and after any judgment). The Customer will be liable for all costs incurred in the collection of the amounts.
- d) Company shall be entitled to raise an invoice from the date of dispatch of the Good(s).
- e) The Company shall be entitled to set-off under the Quotation, any liability which it has or any sums which it owes to the Customer under the Quotation or under any other contract which the Company has with the Customer.

5. WARRANTIES AND LIABILITIES

- a) The Company as a re-seller of the Goods shall use all reasonable endeavours to pass on the benefit of any warranties in relation to the Goods which are received by the Company from the manufacturer of the Goods, it being for the Customer to ensure it complies with the terms (including manufacturer's instructions as to use of the Goods) applicable to those warranties as communicated by the Company to the Customer.
- b) The Company shall not in any event be liable in respect of any defect in the Goods arising from any specification supplied by the Customer, wilful damage to, misuse, alteration, or repair of the Goods without the Company's approval.
- c) The Company makes no warranty or representation with respect to the consequences or results of the Customer's use of the Good(s). The Customer represents and warrants that all Goods purchased by Customer are purchased for Customer's "own use" and not for use or resale to anyone other than the Customer. The Customer agrees to hold harmless and indemnify and keep Company indemnified against any and all claims, liabilities, losses, damages, costs and expenses howsoever arising out of a breach by the Customer of any term of these Standard Terms and

Conditions or any third party claim or any alleged death or injury to any person or any damage or loss of property allegedly resulting from any actual or alleged defect in the Good(s) once the Good(s) conforms with the Specifications.

- d) All Goods should be used by the Customer strictly in accordance with the manufacturer's instructions, including the Instructions for Use for the Goods. The Customer agrees to hold harmless and indemnify and keep the Company indemnified against any and all claims, liability, losses, damages, costs and expenses, howsoever arising out of or related to the use by the Customer of the Goods otherwise than in accordance with the manufacturer's instructions and the Instructions for Use'.
- e) The Company does not provide warranty or other guarantee of non-infringement of trademark, copyright, patent, or other intellectual property rights of any third party with respect to the Good(s). The Customer shall hold the Company harmless and defend any suit or proceeding brought against the Company, its successors or assigns, so far as the same is based on a claim that any of the Good(s), constitutes an infringement of any trademark, copyright, patent, or other intellectual property right of any third party.
- f) Company's total aggregate liability (whether in contract, tort (including negligence) or otherwise) arising out of, or in connection with, any act, omission, event or circumstances or series of acts, omissions, events, or circumstances relating to the provision of the Good(s), or for any other claim of damage arising or alleged hereunder, shall not in any event exceed the price of the Goods in respect of any event or series of connected events. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INDIRECT, CONSEQUENTIAL SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE EXPRESS WARRANTY IN THESE STANDARD TERMS AND CONDITIONS CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OF THE COMPANY. SUCH WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

6. INSPECTION AND RETURN OF GOOD(S)

Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to the Company within seven (7) days of discovery of the defect or failure. If delivery is not refused and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Quotation. Where any valid claim in respect of any of the Goods which is based on the Company's liability in respect of (i) any defect in the quality or condition of the Goods; or (ii) the failure of the Goods to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to either (a) repair the Goods (or the part in question); (b) replace the Goods (or the part in question); or (c) at the Company's sole discretion, refund to the Customer, the price of the Goods (or a proportionate part of the price) and, to the fullest extent permitted by law, the Company shall have no further liability to the Customer.

7. CONFIDENTIALITY

The Company shall not be obliged to commence the supply of the Good(s) until the Company's standard Non-Disclosure Agreement has been signed by the Customer and delivered to the Company.

8. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademark, design rights, patent, and other intellectual property rights in the Goods, whether registered or unregistered, shall remain the sole and exclusive property of the Company. The Company reserves the right in its sole discretion to institute any proceedings against any third party in its name and on its behalf that infringes its intellectual property rights, and the Customer shall cooperate fully with the Company in any legal action taken by the Company against such third parties.

9. FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of these Standard Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations under these Standard Terms and Conditions, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: (i) Act of God, explosion, pandemic, epidemic, flood, tempest, fire or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition or malicious damage; (iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (iv) import or export regulations or embargoes; (v) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); (vi) failure of a utility service or transport or telecommunications network; or (vii) difficulties of the Company's suppliers in obtaining raw materials, labour, fuel or parts of machinery.

10. NOTICES

Any notice sent pursuant to the Standard Terms and Conditions herein shall be sent to the registered office of the parties by registered post and shall be deemed received three working days from the date of the Notice. In proving service, it shall be sufficient to show that the envelope is properly addressed and stamped.

11. WAIVER

Neither the Company's nor the Customer's rights and remedies will be prejudiced by the indulgence or forbearance to the other party and no waiver by the Company or the Customer of any breach by the other party will operate as a waiver of any subsequent breach by the other party.

12. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

13. ENTIRE AGREEMENT

These Standard Terms and Conditions (together with the Company Order acceptance e-mail and Quotation) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Standard Terms and Conditions. No terms or conditions of the Customer's Purchase Order, whether stated or incorporated by reference, shall be deemed accepted by, or binding on, the Company, nor have any effect in describing, prescribing, or interpreting the obligations of either party with respect to the sale or purchase of the Good(s).

14. GOVERNING LAW

The construction validity and performance of this contract will be governed by the Laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts. The paragraph headings therein are only aids to reference and will not affect the construction of these Standard Terms and Conditions.