



## SAV-IOL SA

### STANDARD TERMS AND CONDITIONS OF SALE

#### 1. ENTIRE AGREEMENT

1.1 Subject to any variation:

- (a) the Contract will be on these Standard Terms to the exclusion of all other terms and conditions (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document); and
- (b) no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract.

1.2 SAV-IOL SA may revise these Standard Terms at any time by giving notice to the Customer and the revised standard terms will be immediately effective for all Orders made after notice has been given to the Customer.

#### 2. ORDERS

2.1 Each order for Goods made by the Customer to SAV-IOL SA shall be deemed to be an offer by the Customer to purchase Goods subject to these Standard Terms until it is accepted by SAV-IOL SA.

2.2 SAV-IOL SA may cancel the acceptance of any Order for Goods at any time before delivery. The Customer may only cancel an Order for Goods with SAV-IOL SA's prior written consent.

2.3 By making an Order, the Customer acknowledges that it has read, understood, and agreed to be bound by the terms and conditions set forth in these Standard Terms.

2.4 When an Order is recorded in SAV-IOL SA's order processing system and SAV-IOL SA has generated an order number or track number on its system, a contract will be formed between the parties. A separate Contract is formed in relation to each Order.

2.5 The Customer can obtain the relevant order number or track number associated with an Order by requesting it from SAV-IOL SA customer services.

2.6 To ensure safe handling and minimise breakages in transit some items are only supplied in "minimum order" packaging. Orders for less than the "minimum order" quantity will be rounded to the nearest "minimum order" quantity, and the Customer will be required to pay for all goods supplied, with such amount being the "Goods" under the Contract.

2.7 SAV-IOL SA may withhold delivery of Goods (whether or not an Order has been accepted) for non-payment of any amounts due and payable or a breach of these Standard Terms by the Customer.





### **3. CANCELLATION**

If SAV-IOL SA advises the Customer that it will be unable to deliver the Goods and, upon receipt of such notice by the Customer, the Contract will be terminated without incurring any liability.

### **4. PRICES**

- 4.1 Otherwise agreed in writing, Goods will be invoiced in accordance with SAV-IOL SA's prevailing price lists on SAV-IOL SA's ordering processing system applicable at the time that SAV-IOL SA generates the relevant order number or track number on its system.
- 4.2 Prices are subject to change without notice. All prices are in Swiss Franc (CHF) unless otherwise specified.

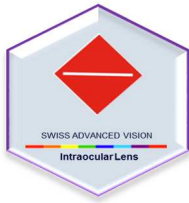
### **5. PAYMENT**

- 5.1 Goods will be invoiced on dispatch or at any later time determined by SAV-IOL SA.
- 5.2 Payment is to be made to SAV-IOL SA by the Customer on the 20th day of the month following the invoice.
- 5.3 Payment must be made to SAV-IOL SA without set-off or deduction of any kind.
- 5.4 All payments payable to SAV-IOL SA under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 5.5 If the Customer fails to pay an amount on the due date, all amounts then owing to SAV-IOL SA immediately and automatically will become due and payable. The Customer will pay SAV-IOL SA interest on all overdue amounts calculated daily from the due date for payment at a given rate.

### **6. DELIVERY TERMS AND CHARGES**

- 6.1 Delivery occurs when possession or control of the Goods passes to the Customer, its agent or carrier, at the Customer's premises or any other location agreed between the Customer and SAV-IOL SA.
- 6.2 A receipt for the Goods signed on behalf of the Customer will be conclusive evidence of delivery.
- 6.3 Any dates specified by SAV-IOL SA for delivery of the Goods are intended to be an estimate only. Time for delivery shall not be made of the essence.
- 6.4 SAV-IOL SA may make partial deliveries or deliveries by instalments in any amount it may determine and each such partial delivery or delivery by instalments shall be deemed to be a separate Contract and these
- 6.5 The Customer must notify SAV-IOL SA within 7 days of delivery of any short fall in or loss or damage to Goods delivered or it will be deemed to have accepted the Goods and cannot return the Goods in accordance with clause 10.
- 6.6 Where an Order has more than one scheduled delivery, each separate delivery may incur a handling and administration fee.
- 6.7 If the Customer requests express freight of Goods or any non-standard form of delivery, the Customer will be responsible for the freight/delivery costs and such costs will be added to the invoiced costs and be payable at the same time.





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## **7. RISK/TITLE**

- 7.1 Other than in relation to Goods, risk of damage to or loss of the Goods shall pass to the Customer at the time when the Goods are delivered to the Customer.
- 7.2 Risk of damage to or loss of the Goods shall pass to the Customer at the time when the Goods are loaded for delivery at SAV-IOL SA's premises.
- 7.3 Title in the Goods passes to the Customer when SAV-IOL SA has received (in cash or cleared funds) the price for the Goods in full together with any additional charges as set out in the relevant invoice and any interest due.

## **8. RECOVERY OF GOODS**

- 8.1 Until title of the Goods has passed to the Customer, the Customer must:
  - (a) hold the Goods on behalf of SAV-IOL SA;
  - (b) store the Goods (at no cost to SAV-IOL SA) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as SAV-IOL SA's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition insured on SAV-IOL SA's behalf for their full price against all risks to the reasonable satisfaction of SAV-IOL SA. On request the Customer shall produce the policy of insurance to SAV-IOL SA.
- 8.2 Where payment is overdue in whole or in part for any of the Goods, SAV-IOL SA or its nominee may (without prejudice to any of its other rights) recover and / or resell the Goods and may enter the Customer's premises or any other place where the Goods are stored by the Customer for that purpose without being liable for any loss or damage caused.
- 8.3 The Customer grants to SAV-IOL SA an irrevocable license and authority to enter the Customer's premises to recover the Goods, provided that SAV-IOL SA may only recover and resell for its own account sufficient of the Goods to satisfy all the Customer's unpaid liabilities in respect of the Goods and cost of resale.
- 8.4 The Customer may resell the Goods before title has passed to it solely on the following conditions:
  - (a) any sale shall be effected in the ordinary course of the Customer's business at arm's length; and
  - (b) any such sale shall be a sale of SAV-IOL SA's property on the Customer's own behalf and the Customer shall hold the proceeds on account for SAV-IOL SA.

## **9. RECOVERY OF GOODS**

- 9.1 If SAV-IOL SA determines that the Contract is or contains a security interest for the purposes of the PPSA, the Customer agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which SAV-IOL SA asks and considers necessary for the purposes of:
  - (a) ensuring that the security interest is enforceable, perfected and otherwise effective; or
  - (b) enabling SAV-IOL SA to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by SAV-IOL SA; or
  - (c) enabling SAV-IOL SA to exercise rights in connection with the security interest.





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## **10. RETURNS**

- 10.1 SAV-IOL SA will accept return of the Goods if the Customer complies with SAV-IOL SA's returns policy applicable to the Goods.
- 10.2 The Customer is responsible for all costs of delivery applicable to the return of the Goods to SAV-IOL SA, unless SAV-IOL SA agrees that the Goods are defective.
- 10.3 In the event the Customer returns non-defective Goods, SAV-IOL SA reserves the right to charge a restocking fee on Goods returned, at a rate of 15% of invoiced cost.

## **11. TRACEABILITY**

- 11.1 It is the Customer's responsibility to keep a traceability process beyond the sales covered by this document by maintaining records of distribution of Goods. All those records with names and address of the end customers must be maintained and accessible to SAV-IOL SA at any time on SAV-IOL SA's request.

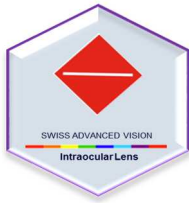
## **12. STORAGE, HANDLING AND USE OF GOODS**

- 12.1 It is the Customer's responsibility:
  - (a) to ensure that all applicable health and safety regulations and therapeutic goods requirements are observed and other appropriate steps taken in relation to the storage, handling, sale and the use of the Goods once they are delivered to the Customer; and
  - (b) where information is supplied to the Customer on potential hazards relating to the Goods, to bring such information to the attention of its Personnel, sub-contractors, visitors and customers.
- 12.2 Without prejudice to the foregoing, it is also the Customer's responsibility to provide safe facilities for the reception of Goods into storage.
- 12.3 As Goods are consigned, the Customer grants to SAV-IOL SA an irrevocable license and authority (following reasonable notice) to enter the Customer's premises to access the consignment or loaned inventory to inspect, count or scan the Goods in accordance with SAV-IOL SA internal procedures and policy

## **13. COUNTERFEIT GOODS**

- 13.1 The Customer acknowledges there are safety and regulatory concerns in relation to medical products that are counterfeit or not approved or packaged for sale in the country of the Customer. To safeguard the welfare of patients and the reputation of SAV-IOL SA, its Affiliates and SAV-IOL SA's and its Affiliates' products, the Customer warrants it will only purchase SAV-IOL SA's medical devices from SAV-IOL SA or its authorised distributors while the Customer has an active account with SAV-IOL SA.
- 13.2 The Customer shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of SAV-IOL SA attached to or placed upon the Goods.
- 13.3 SAV-IOL SA may refuse to continue to supply its products to the Customer if SAV-IOL SA considers on reasonable grounds that the Customer has breached this clause 12. Any such refusal will be without prejudice to SAV-IOL SA's rights to claim damages and indemnities from the Customer.





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#### **14. USE AND RESALE OF GOODS**

- 14.1 Goods purchased in a country may only be used or resold in the same country. The Customer agrees that it is buying the Goods for its own internal use only and not for resale to any third party.
- 14.2 Where the Customer supplies Goods to any other person in the course of trading, the Customer must not give or make any undertaking, assertion or representation in relation to the Goods without SAV-IOL SA's prior written approval. In any event, the Customer must not make any representations or advertise the Goods in any way contrary to any laws including any health and safety regulations and therapeutic goods requirements and must not make any representations or advertise the Goods in a way which promotes or suggests the unauthorised use of medical devices.

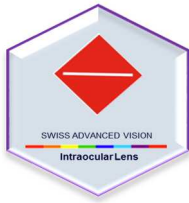
#### **15. PRODUCT RECALLS**

- 15.1 In the event that any of the Goods are subject to a recall, field safety alert or hazard alert by either (i) SAV-IOL SA or (ii) any governmental agency or regulatory authority, the Customer will take all reasonable steps to assist with (including identification of any party to whom the Goods have been supplied by the Customer), and will comply with any reasonable directions given by SAV-IOL SA, in respect of such matter.

#### **16. CONSIGNMENT OF GOODS**

- 16.1 Subject to SAV-IOL SA's prior written confirmation and agreement (including the Maximum Quantity of Goods), SAV-IOL SA agrees to consign to the Customer the Goods specified by the Customer in an Order for consignment of Goods provided that the number of Goods required by the Customer in the Order will not result in the Customer having possession of more than the Maximum Quantity of Goods.
- 16.2 For the avoidance of doubt, risk and title in the Goods supplied to the Customer on a consignment basis passes to the Customer
- 16.3 The Customer must, in respect of Goods consigned to the Customer by SAV-IOL SA:
- (a) hold the Goods on behalf of SAV-IOL SA;
  - (b) store the Goods (at no cost to SAV-IOL SA) on the Customer's premises separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as SAV-IOL SA's property;
  - (c) store each Good to use according to the Good's labelling and other manufacturer conditions supplied with the Good;
  - (d) consume the Goods on a first-expiring, first-out basis for Goods that have an expiration date;
  - (e) maintain the Goods in satisfactory condition;
  - (f) as soon as practical after Goods have been used, consumed, lost or damaged place a purchase order with SAV-IOL SA for such Goods including the relevant code and quantity; and
  - (g) indemnify SAV-IOL SA for any loss or damage of the Goods while they are in possession of the Customer.
- 16.4 The Customer may resell the Goods before title has passed to it solely on the following conditions:





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- (a) any sale shall be effected in the ordinary course of the Customer's business at arm's length; and
- (b) any such sale shall be a sale of SAV-IOL SA's property on the Customer's own behalf and the Customer shall hold the proceeds on account for SAV-IOL SA.

## **17. SINGLE USE PRODUCTS**

The Customer acknowledges that a Single-Use Product may be used once only and no right or license is conveyed with respect to such Single-Use Products beyond the right to use the products once and only once.

## **18. CEASING SUPPLY**

18.1 SAV-IOL SA may cease to supply Goods on a consignment or loan basis to the Customer on 14 days written notice.

18.2 Upon cease of supply of the Goods or termination of any continuing consignment or loan arrangements with SAV-IOL SA, the Customer must:

(a) in respect of Goods supplied to the Customer under consignment arrangements with SAV-IOL SA, reconcile all stock units by using either or both of the following options:

(i) return consignment items: unopened and undamaged packages with original ship units may be returned for reduction against the consignment stock level; and/or

(ii) purchase consignment items: Orders must be issued for all unreturned Goods, including any lost, damaged, stolen or missing Goods for which an Order has not already been issued by the Customer; and

(b) in respect of Goods supplied to the Customer under loan arrangements with SAV-IOL SA, at SAV-IOL SA's election:

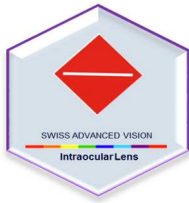
(i) return the Goods to SAV-IOL SA at the Customer's cost; or

(ii) permit SAV-IOL SA to collect the Goods in the Customer's possession or control.

## **19. INDEMNITY**

The Customer indemnifies SAV-IOL SA, its Affiliates, and it's and their Personnel against any and all cost, expense, damage, judgment, liability or loss (including consequential loss, loss of profit and loss of expected profit) incurred directly or indirectly as a result of or in connection with any claim, demand or cause of action asserted or brought by a third party in relation to or arising from any negligent act or omission, unlawful conduct or other misconduct by the Customer or its Personnel relating to the Contract or the Goods.





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## **20. WARRANTIES**

- 20.1 Other than as specifically set out in these Standard Terms, all warranties implied by statute or law are excluded to the full extent permitted by law.
- 20.2 When purchased by a Consumer, the Goods come with consumer guarantees. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **21. LIMITATION OF LIABILITY**

- 21.1 To the extent permitted by law, the liability of SAV-IOL SA for a breach of a warranty or condition under this agreement or implied by statute or law about the Goods sold, is at the option of SAV-IOL SA, limited to:

- (a) the replacement of the Goods;
- (b) the supply of equivalent Goods;
- (c) repair of the Goods;
- (d) payment of the cost of replacing the Goods;
- (e) payment of the cost of acquiring equivalent Goods; or
- (f) payment of the cost of having the Goods repaired.

- 21.2 Under no circumstances will SAV-IOL SA be liable for any consequential or indirect loss, direct or indirect loss of profits, loss of business or any special or exemplary damages suffered or incurred in connection with the Contract or the Goods or any party's actions or omissions under the Contract.





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## **22. INTELLECTUAL PROPERTY**

- 22.1 The Customer is not permitted to use any of SAV-IOL SA's or its Affiliates' intellectual property for any purpose without SAV-IOL SA's or any of its Affiliates' prior written consent.
- 22.2 No right, title, interest or license in any of SAV-IOL SA's or its Affiliates' intellectual property is granted to the Customer under the Contract.

## **23. FORCE MAJEURE**

The parties shall be excused for delays in performance or failure of performance (except payment of amounts due) to the extent arising from causes beyond such party's reasonable control, including without limitation, strikes, wars, fires, acts of terror or acts of God, such as floods and earthquakes. In the event of any such event or condition, the party whose performance is excused shall notify the other party as soon as practicable and shall make diligent efforts to perform its obligations at its earliest opportunity.

## **24. CONFIDENTIALITY**

The Customer shall keep in confidence and shall not, without securing SAV-IOL SA's prior written consent, originate any publicity (including any news release or public announcement) or disclose to any third party any Confidential Information, except:

- (a) to its employees or representatives requiring the information for the purposes of the Order, provided they are made aware of these restrictions; or
- (b) if the Customer is required to do so by law or by a stock exchange; or
- (c) if the Customer is required to do so in connection with legal proceedings relating to the Goods or the Contract.

## **25. DISPUTE RESOLUTION**

- 25.1 Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court.
- 25.2 If a dispute arises between the parties in connection with the Contract, the parties undertake in good faith to use all reasonable endeavours to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level); considering SAV-IOL SA's place of registration, the dispute be subject to Swiss Law.

