



Standard Terms and Conditions of Sale

1. Entire Standard Terms

- 1.1. Subject to any variation:
 - (a) the agreement is 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 form part of the agreement.
- 1.2. SAV-IOL may revise these Standard Terms at any time while informing the Customer. The revised Standard Terms are immediately effective for all orders made after the notice has been given to the Customer.

2. Orders

- 2.1. Each order made by the Customer to SAV-IOL 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.
- 2.2. By making an Order, the Customer acknowledges having read, understood, and agreed to be bound by the terms and conditions set forth in these Standard Terms.
- 2.3. Customer must send each order to SAV-IOL in written form. At the reception by SAV-IOL, those orders become valid sales agreement between the parties.
- 2.4. After sending an order in written form to SAV-IOL, the Customer can obtain the associated order number and tracking number by requesting it to SAV-IOL.

3. Order Cancellation

- 3.1. SAV-IOL may cancel the acceptance of any order at any time before delivery. The Customer may only cancel an Order with SAV-IOL's prior written confirmation.

4. Invoicing

- 4.1. Goods are invoiced in accordance with SAV-IOL's prevailing price list applicable at the time that SAV-IOL generates the order number on its system, unless otherwise specified in writing.
- 4.2. All prices are in Swiss Francs (CHF) unless otherwise specified.
- 4.3. Prices are subject to change without notice.
- 4.4. Invoices are generated by SAV-IOL after receiving goods in written form or at any later time determined by SAV-IOL.



5. Payments

- 5.1. Invoices emitted by SAV-IOL to the Customers must be paid within 30 days from the invoice date unless otherwise specified.
- 5.2. Payments must be made to SAV-IOL in full without set-off or deduction of any kind.
- 5.3. All payments due to SAV-IOL under the agreement shall become due immediately upon termination of the agreement despite any other provision.
- 5.4. If the Customer fails to pay an amount on the due date, all amounts then owing to SAV-IOL immediately and automatically become due and payable.
- 5.5. SAV-IOL reserves the right to apply interests on all overdue amounts calculated from the due date.

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.
- 6.2. A receipt for the goods signed on behalf of the Customer is conclusive evidence of delivery.
- 6.3. Any dates specified by SAV-IOL for delivery of the goods are intended to be only an estimate.
- 6.4. SAV-IOL may make partial deliveries or deliveries by instalments of any amount of products ordered.
- 6.5. The Customer must notify SAV-IOL within 7 days of delivery of any short fall in, loss, or damage of the delivered goods or it is deemed to have accepted the goods and cannot return the goods.
- 6.6. Where an Order has more than one scheduled delivery, each separate delivery may incur additional handling and administration fees.
- 6.7. If the Customer requests express shipment of goods or any non-standard form of delivery, the Customer is responsible for the associated freight and delivery costs. Those extra costs are added to the invoice and are payable at the same time.
- 6.8. SAV-IOL may withhold delivery of goods whether an order has been accepted or not for non-payment of any payable amounts due or breach of these Standard Terms by the Customer.

7. Risk and Title

- 7.1. Unless otherwise specified, the risks of damage or loss of the goods shall be transferred to the Customer at the time when the goods are delivered to the Customer, tracked by the proof of delivery of the carrier.
- 7.2. Title of the goods passes to the Customer when SAV-IOL has received from the Customer the payment due for the related goods in full together with any additional charges as set out in the relevant invoice and any interests due.

8. Recovery of Goods

- 8.1. Until title of the goods has been transferred to the Customer, the Customer must:
 - (a) hold the goods on behalf of SAV-IOL;
 - (b) store the goods (at no cost to SAV-IOL) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as SAV-IOL's property;
 - (c) not destroy, deface, or obscure any identifying mark, packaging, or anything related to the goods;



- (d) maintain the goods in satisfactory condition insured on SAV-IOL's behalf for their full price against all risks to the reasonable satisfaction of SAV-IOL.
- 8.2. On request the Customer shall produce the policy of insurance to SAV-IOL.
- 8.3. Where payment is overdue in whole or in part for any of the goods, SAV-IOL 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.
- 8.4. The Customer grants to SAV-IOL an irrevocable license and authority to enter the Customer's premises to recover the goods, provided that SAV-IOL 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.
- 8.5. The Customer may resell the goods before title has passed to it solely on the following conditions:
 - (a) any sale shall be affected 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's property on the Customer's own behalf and the Customer shall hold the proceeds on account for SAV-IOL.

9. Returns

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

10. Traceability

- 10.1. 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 at any time on SAV-IOL's request.

11. Storage, Handling and Use of Goods

- 11.1. 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.
- 11.2. Without prejudice to the foregoing, it is also the Customer's responsibility to provide safe facilities for the reception of goods into storage.
- 11.3. As goods are consigned, the Customer grants to SAV-IOL 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 internal procedures and policy.



12. Counterfeit Goods

- 12.1. The Customer acknowledges there might be 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, the reputation of SAV-IOL, and its affiliates, the Customer warrants it only purchases SAV-IOL's medical devices from SAV-IOL or its authorized distributors while the Customer has an active account with SAV-IOL.
- 12.2. The Customer shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of SAV-IOL attached to or placed upon the goods.
- 12.3. SAV-IOL may refuse to continue to supply its products to the Customer if SAV-IOL considers on reasonable grounds that the Customer has breached this clause 12. Any such refusal grants SAV-IOL right to claim damages and indemnities from the Customer.

13. Use and Resale of Goods

- 13.1. Goods purchased in a country may only be used or resold in the same country unless otherwise stated in the agreement linking SAV-IOL with the Customer. The Customer agrees that it buys the goods only for the purpose of reselling them to its own customers such as surgeons, clinics, or hospitals. Resale to any other third parties is not allowed.
- 13.2. Where the Customer supplies goods to any other person while trading, the Customer must not give or make any undertaking, assertion or representation in relation to the goods without SAV-IOL'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 unauthorized use of medical devices.

14. Product Recalls

- 14.1. If any of the goods are subject to a recall, field safety alert or hazard alert by either SAV-IOL or any governmental agency or regulatory authority, the Customer takes all reasonable steps to assist with identification of any party to whom the goods have been supplied by the Customer and comply with any reasonable directions given by SAV-IOL in respect of such matter.

15. Consignment of Goods

- 15.1. Subject to SAV-IOL's prior written confirmation and agreement (including the maximum quantity of goods), SAV-IOL may agree to consign to the Customer the goods specified by the Customer.
- 15.2. The Customer must, in respect of goods consigned to the Customer by SAV-IOL:
 - (a) hold the goods on behalf of SAV-IOL;
 - (b) store the goods (at no cost for SAV-IOL) 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'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 inform SAV-IOL with the detailed information related to those goods.
 - (g) indemnify SAV-IOL for any loss or damage of the goods while they are in possession of the Customer.
- 15.3. The Customer may resell the goods before title has transferred to it solely on the following conditions:
- (a) any sale shall be affected 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's property on the Customer's own behalf and the Customer shall hold the proceeds on account for SAV-IOL.
- 15.4. Upon cease of supply of the goods or termination of any continuing consignment with SAV-IOL, the Customer must in respect of goods supplied to the Customer under consignment arrangements with SAV-IOL reconcile all stock units by using either or a mix of the following options:
- i. Return consignment items: unopened and undamaged goods in their original packaging.
 - 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.

16. Complaints Communication

- 16.1. Any complaint received by the surgeon or distributor with regards to SAV-IOL's goods must be clearly transferred in written form to SAV-IOL with all available supporting information and documents related to the complaint.

17. Single-Use Products

- 17.1. 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. Indemnity

- 18.1. The Customer indemnifies SAV-IOL, its affiliates, and its 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 agreement or the goods.

19. Warranties

- 19.1. 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.



- 19.2. 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.

20. Limitation of Liability

- 20.1. To the extent permitted by law, the liability of SAV-IOL for a breach of a warranty or condition under this Standard Terms or implied by statute or law about the goods sold, is at the option of SAV-IOL 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.
- 20.2. Under no circumstances SAV-IOL can be liable for any direct or indirect loss of goods, direct or indirect loss of profits, loss of business or any special or exemplary damages suffered or incurred relating to the agreement or the goods or any party's actions or omissions under the agreement.

21. Intellectual Property

- 21.1. The Customer is not permitted to use any of SAV-IOL's or its affiliates' intellectual property for any purpose without SAV-IOL's or any of its Affiliates' prior written consent.
- 21.2. No right, title, interest or license of SAV-IOL's intellectual property is granted to the Customer.

22. Force Majeure

- 22.1. 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, floods or 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.

23. Confidentiality

- 23.1. The Customer shall keep in confidence and shall not, without securing SAV-IOL's prior written confirmation, 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
 - (c) if the Customer is required to do so about legal proceedings relating to the goods or the agreement.



24. Dispute Resolution

- 24.1. If a dispute arises between the parties regarding the agreement, the parties undertake in good faith to use all reasonable endeavors to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level); considering SAV-IOL's place of registration, the dispute be subject to the law of the Canton of Neuchâtel, Switzerland.