

CONDITIONS OF SALES AND DELIVERY

1. THE AGREEMENT

- 1.1. Unless otherwise stated by Unomedical a-s / ConvaTec Infusion Care in writing, these Conditions of Sales and Delivery shall apply to offers, sales and deliverables by Unomedical a-s / ConvaTec Infusion Care a/s (in the following "ConvaTec Infusion Care") irrespective of any contradictory terms specified either in the Customer's order or the offer acceptance.

2. OFFER AND CONFIRMATION OF ORDER

- 2.1. Unless stated otherwise by ConvaTec Infusion Care any offer from ConvaTec Infusion Care shall be valid for 30 days.
- 2.2. The Customer's order shall be order confirmed by ConvaTec Infusion Care and shall then be binding on ConvaTec Infusion Care. Unless the Customer has informed ConvaTec Infusion Care of any differences between the order and the written confirmation of the order within three days of the Customer's receipt of the confirmation, the confirmation of the order shall constitute the agreement between ConvaTec Infusion Care and the Customer.

3. CANCELLATIONS

- 3.1. The Customer's cancellation of an agreement relating to standard goods as determined by ConvaTec Infusion Care shall only be valid provided that ConvaTec Infusion Care has received such cancellation in writing no later than 8 weeks before the order confirmed delivery date given by ConvaTec Infusion Care. Cancellation by the Customer of an agreement later than 8 weeks before the order confirmed delivery date cannot take place.
- 3.2. An agreement relating to non-standard goods as determined by ConvaTec Infusion Care cannot be cancelled by the Customer after confirmation of the order has been sent from ConvaTec Infusion Care.

4. PRICES AND TERMS OF PAYMENT

- 4.1. Prices listed in order confirmations, current price lists and invoices refer to the currency of EUR, unless otherwise agreed in writing.
- 4.2. Prices indicated in offers, confirmations of order, catalogues and current price lists are, unless otherwise specified, current prices Ex Works point of delivery as per contract/price letter, cf. Incoterms 2010, exclusive VAT and other applicable taxes. ConvaTec Infusion Care reserves the right to change prices without prior notice due to changes in prices of raw material, wages, rates of exchange, taxes, duties or the like. Otherwise ConvaTec Infusion Care reserves the right to change prices with 30 days' notice.
- 4.3. In the event of price adjustments between the time of the confirmation of an order relating to standard goods and the time of delivery, the Customer is entitled to cancel the order if the cancellation is made in writing immediately after the Customer has been informed about the price adjustment.
- 4.4. In the event of a breach of credit terms, or if payment is not received in due time, ConvaTec Infusion Care reserves the right to:
 - a. charge interest at a rate of 1% of the purchase sum per calendar month from the due day of payment until payment is received by ConvaTec Infusion Care;
 - b. withhold all other deliveries and/or part deliveries ordered but not affected at the time in question until the Customer has paid all outstanding amounts, including interest and costs;
 - c. make future deliveries conditional upon cash payment; and
 - d. cancel any orders not affected but still outstanding.

The Customer shall not be entitled to set off against the purchase sum any claims which the Customer may have against ConvaTec Infusion Care and the Customer shall not be entitled to withhold any acquired claims against ConvaTec Infusion Care against any counterclaim.

- 4.5. If ConvaTec Infusion Care has reason to believe that the Customer will not be able to fulfill this obligation of payment, ConvaTec Infusion Care shall be entitled to demand adequate security of payment or prepayment. If adequate security or pre-payment cannot be provided, ConvaTec Infusion Care is entitled to cancel any outstanding deliveries and claim damages.

5. QUANTITY AND DESIGN

- 5.1. The Customer must observe minimum order quantities stated in price lists and offers.
- 5.2. ConvaTec Infusion Care reserves the right to supply up to 10% more or less than agreed in the confirmation of order and reserves the right to invoice the Customer for the quantity supplied.
- 5.3. ConvaTec Infusion Care reserves the right to make changes in design without prior notice due to changing technical production demand and improvements.

6. DELIVERY

- 6.1. As herein before stated, goods are delivered Ex Works point of delivery as per contract/price letter, cf. Incoterms 2010 unless otherwise agreed and confirmed in writing. ConvaTec Infusion Care can arrange transport of the goods on behalf of the Customer and the total transportation costs according to volume/weight will then be invoiced to the Customer. All goods will be delivered in an appropriate export carton. Transport insurance shall only be taken out at the Customer's request and at his expense.
- 6.2. The time of delivery is separately agreed upon for each individual order and shall be stated on the order confirmation.
- 6.3. ConvaTec Infusion Care reserves the right to alter the delivery dates. In such case ConvaTec Infusion Care is obliged to inform the Customer, without unreasonable delay, of such alteration and the reason for same. Partial shipments may be affected. ConvaTec Infusion Care shall only be liable for the delay if it is due to gross neglect on their part. Any delivery dates stated in the offer or the order confirmation shall be estimated. Delays shall not entitle the Customer to cancel the agreement except as set out in section 6.4.
- 6.4. In the event that any delay in delivery caused by force majeure (section 13) has exceeded 12 months, the Customer and ConvaTec Infusion Care have the right to cancel the order without any obligation whatsoever. This condition shall apply whether the reason for delay arises before or after the delivery date originally agreed.
- 6.5. ConvaTec Infusion Care retains title to the delivered goods until payment of the purchase price has been made in full.

7. CUSTOMER'S DEFAULT

- 7.1. In the event that the Customer does not take delivery of the goods on or after the agreed delivery date, or in the event that the Customer requests that the delivery date be delayed, ConvaTec Infusion Care reserves the right to store the goods at the Customer's risk and expense.
- 7.2. In the event that delivery is delayed because of changes in prevailing conditions on the part of the Customer, the Customer must pay ConvaTec Infusion Care on the date agreed in the written order confirmation unless otherwise agreed in writing by ConvaTec Infusion Care.
- 7.3. If the Customer for any reason, despite a written request from ConvaTec Infusion Care, fails to take delivery of any goods ConvaTec Infusion Care retains the right to sell the goods in question at the best possible price and claim damages from the Customer. This right also applies in the event that the goods in question have been specifically manufactured for the Customer.

8. SHORTAGE, CLAIMS AND RETURNS

- 8.1. The Customer is obliged to examine the goods upon receipt. Objection against a delivered quantity must be raised in writing within 8 days of receipt, whereas objection against the quality must take place in writing immediately after the defect has been discovered, but no more than 12 months after delivery.
- 8.2. Goods shall be considered to be defective if they do not function properly owing to a fault in material or workmanship or to a material discrepancy from contract description.

- 8.3. The Customer is not entitled to return goods without the prior written approval of Convatec Infusion Care and return shipment must take place freight prepaid. Freight expenses will be credited if the complaint is justified.
- 8.4. When goods are returned and on inspection are found not to be defective, Convatec Infusion Care may charge for inspection and handling and shall be entitled to return the non-defective goods to the Customer at the Customer's expense. Convatec Infusion Care retains the right not to include used products in any analysis of quality complaints.
- 8.5. If Convatec Infusion Care has been duly informed and it has been proven that short shipment has taken place or the goods were defective at delivery, Convatec Infusion Care shall have the right to, without further liability, to exchange the delivered goods with a new delivery. In such case the Customer shall have no further recourse against Convatec Infusion Care.

9. PRODUCT REQUIREMENTS, INTERNATIONAL MARKINGS AND SYMBOLS

- 9.1. When any public authority imposes requirements on the product, the Customer shall immediately inform Convatec Infusion Care of these requirements. Application to any authorities for approval of production permits, registration numbers for the product and any other matters shall be the Customer's responsibility. Any additional costs in connection with the production and delivery of the products as well as any other matters concerning the fulfilment of public or regulatory requirements or provisions shall be payable by the Customer. Convatec Infusion Care shall not be responsible for obtaining public or regulatory approval.
- 9.2. It is the sole responsibility of the Customer to ensure that all markings and symbols on the products comply with all laws and regulations in the relevant jurisdiction and to ensure the right to use such markings and symbols and to pay the costs of such rights to the proper authorities without any recourse against Convatec Infusion Care.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. These Conditions of Sales and Delivery do not constitute and do not entail transfer of any intellectual property rights from one party to the other.

11. RECALL

- 11.1. If either Convatec Infusion Care or the Customer in good faith believes that a recall activity regarding the products is warranted, the party shall immediately notify the other party and shall advise the other party of the reasons underlying its determination that a recall activity is warranted.
- 11.2. Convatec Infusion Care is responsible for recall activities regarding the products, including, without limitation, a recall, market withdrawal, safety alert, field action or similar corrective action. If any of such recall activities are initiated by Convatec Infusion Care or required by law, Convatec Infusion Care will be responsible for coordination with the involved parties, including the Customer and authorities. The Customer is not entitled to initiate any such recall activities without prior consent from Convatec Infusion Care and shall keep returned products until written instructions are received from Convatec Infusion Care. Convatec Infusion Care may choose to have the Customer handle such recall activities on its behalf according to written instructions provided by Convatec Infusion Care. Convatec Infusion Care will reimburse the Customer for its direct, documented and reasonable costs related to any recall activities, provided that for any recall activities undertaken by the Customer the specific recall activities have been set forth in writing by Convatec Infusion Care and such recall activities have been carried out by the Customer in accordance with Convatec Infusion Care's instruction in all material respects.

12. PRODUCT LIABILITY

- 12.1. Convatec Infusion Care shall be liable for any damage due to product liability according to the general rules of Danish law with the following specific limitations to the extent such limitations are enforceable under Danish law:
 - a. Convatec Infusion Care shall only be liable for product damage caused by defects in the delivered product if the defect is due to fault or neglect on the part of Convatec Infusion Care.
 - b. Liability for damage to property not comprised by paragraph 1 of section 2(2) of Consolidated Act No. 261 of 20 March 2007 on product liability (i.e. damage to "non-consumer goods") shall be maximized at DKK 500,000 - or the purchase price whichever is the greater - per incident or series of incidents relating to the same purchase.
 - c. Convatec Infusion Care shall not be liable for any kind of indirect loss or consequential damage, including but not limited to trading loss, loss of time, loss of profits, etc.

- d. When product liability is imposed on Convatec Infusion Care in relation to a subsequent purchaser of the damaged product, the Customer shall hold Convatec Infusion Care harmless from any claim in so far as Convatec Infusion Care would not have been liable to the Customer according to the provisions of these Conditions of Sales and Delivery.
- e. Convatec Infusion Care shall not be liable for product damage caused by the use or composition of the delivered products if the actual use or composition of the delivered products has not in advance been approved by Convatec Infusion Care.

The above-mentioned limitations of liability shall not apply if Convatec Infusion Care incurs liability due to gross negligence. Convatec Infusion Care and the Customer shall be mutually obliged to answer in actions before the court hearing claims for damages advanced against either of them due to damage allegedly caused by delivered products. Any dispute between the Customer and Convatec Infusion Care shall always be decided in accordance with Danish law cf. section 16.1, irrespective of whichever law governs such third party claim.

The Customer shall immediately inform Convatec Infusion Care of any product liability claims which the Customer receives from a subsequent purchaser.

13. FORCE MAJEURE

- 13.1. Convatec Infusion Care cannot be held responsible for shortages, lack of or delays in delivery caused by war, riots, civil unrest, governmental intervention and/or sanctions/export control or intervention and/or sanctions/export control by another public authority, fire, machine damage, strike, lockout, export and/or import restrictions, shortage of labour, fuel or any other reason out of the control of Convatec Infusion Care and which causes delay or prevents production or delivery of the goods ordered.

14. LIMITATION OF LIABILITY

- 14.1. Except as otherwise stated in these Conditions of Sale and Delivery, Convatec Infusion Care disclaims any and all liability for faults or defects and shall not be obliged to provide additional replacement delivery or other remedy, damages or compensation of any kind, including, in particular, any remedy, damages or compensation for trading loss, loss of profits and other indirect loss or consequential damages to the Customer or a third party.

15. USE OF CONVATEC INFUSION CARE NAME AND LOGO

- 15.1. Except as otherwise clearly stated in writing by Convatec Infusion Care, the Customer shall not be authorised to use Convatec Infusion Care's name or logo on letters, brochures or otherwise, and the Customer shall not be authorised to act on behalf of or bind Convatec Infusion Care in any way.

16. APPLICABLE LAW AND VENUE

- 16.1. These Conditions of Sales and Delivery, and any dispute or claim arising out of or in connection with these Conditions of Sales and Delivery, are governed by and construed in accordance with Danish law.
- 16.2. The Maritime and Commercial Court of Copenhagen, Denmark, holds exclusive jurisdiction over any dispute arising out of or in connection with these Conditions of Sales and Delivery to the extent the Maritime and Commercial Court of Copenhagen accepts and has the competence to decide the case. Should the Maritime and Commercial Court of Copenhagen not accept or have the competence to decide the case, or should Convatec Infusion Care wish so, the venue shall be the court where Convatec Infusion Care is domiciled or any other competent court where Convatec Infusion Care wishes to bring the case.