

## **TERMS AND CONDITIONS**

- a. Any offer of sale of products or services made by 7S Medical International AG or any order of the distributor, which was accepted in written form by 7S Medical International AG, is governed by the present Terms and Conditions. Any dispensation to the present Terms and Conditions granted by a distributor, agent, representative or any employee will only bind 7S Medical International AG if accepted in writing by the management of 7S Medical International AG. The right to sell products outside the defined territory is exclusively reserved for 7S Medical International AG.
- b. 7S Medical International AG quality management system is certified according to ISO 13485:2016; and all products supplied by 7S Medical International AG are CE Certified. 7S Medical International AG confirms that it has a Product Liability Insurance issued by CHUBB Insurance (Switzerland) Ltd, 8001 Zürich.
- c. Distributor shall not represent itself as an agent of 7S Medical International AG for any purpose, nor commit 7S Medical International AG to any contract; especially not admit liability or settle any product-liability-matter without the written consent of 7S Medical International AG.
- d. Distributor shall actively inform and update 7S Medical International AG upfront on all local regulatory requirements. Distributor warrants that it is actively investigating legal and regulatory requirements to correctly sell 7S Medical International AG material in the defined territory. Distributor shall not sell 7S Medical International AG material if any local legal or regulatory requirements are not fulfilled.
- e. Distributor shall actively seek to reduce or eliminate any risk associated with the use of the product. In case of product quality issues or safety incidents, distributor shall inform 7S Medical International AG as soon as reasonably possible so that 7S Medical International AG and distributor can act accordingly. Distributor warrants to maintain appropriate up-to-date and accurate records on the products, including loan sets, needed for field actions (recall, within 48 hours, product return, good storage practice, good distribution practice) and traceability.
- f. Distributor shall be fully responsible to investigate local IP requirements including potential patent and trademark conflicts. In case of failure to do so distributor shall be responsible for any consequences arising of such failure.
- g. Distributor warrants to properly train the surgeons and that it has the capacity and the qualified personnel to organize product trainings for surgeon's to whom it is selling the products.
- h. Distributor shall at its own expense sell and advertise the products in the defined territory in appropriate medical journals, regional publications, through direct mail or at medical professional meetings and conventions.
- i. Distributor agrees to indemnify and hold harmless 7S Medical International AG, its affiliates and their respective directors, officers, employees, agents and representatives against any and all claims, demands, proceedings, losses, costs and expenses which may be brought against or suffered or incurred by 7S Medical International AG.
- j. In the event 7S Medical International AG deems it necessary to recall any product or to implement any other form of field corrective action concerning products, or if any public authority requests such recall or implementation, 7S Medical International AG and distributor shall cooperate fully with each other in performing such recall or implementation program. 7S Medical International AG shall be liable to distributor for faulty delivery only if such faulty delivery is due exclusively to 7S Medical International's gross negligence.
- k. Payments have to be made in advance according to the 7S Medical International AG price list. The prices to be paid by Distributor to 7S Medical International AG are according to 7S Medical International's list prices as established by 7S Medical International AG. Prices can be revised without

prior notice. The transportation cost chargeable to the buyer will be added to the commercial invoice. If the full payment is not received within the payment period, the amount outstanding will automatically accrue interest (Libor + 10%; p.a.). Any goods shall remain vested in 7S Medical International AG and shall not pass to the buyer until the purchase price for the goods has been paid in full and received by 7S Medical International AG. Please use the following bank coordinates for transfers in CHF:

IBAN: CH79 0024 8248 1735 6801 B  
SWIFT: UBSWCHZH80A

- l.** The distributor is responsible for shipping costs and must provide the preferred carrier and ship method on his PO. He has the option to provide his carrier account number in which the charges will be applied or using 7S Medical International's account in which the charges will be applied to the invoice corresponding to each shipment. . In any case, if the order amount is less than CHF 950 a handling fee of CHF 30 will be applied.
- m.** The delivery term given at time of order appears on the order acknowledgment receipt. Delivery delays shall in no circumstances whatsoever be subject to any penalties. In case of difficulties to supply, 7S Medical International AG will inform the distributor as soon as possible and will process the orders according to their order of arrival and according to availability. 7S Medical International AG is authorized to proceed to partial deliveries.
- n.** Reservation of title: The ownership of the goods shall remain with 7S Medical International AG until payment in full for all the goods has been received by the 7S Medical International AG. 7S Medical International AG shall have the absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in 7S Medical International AG. Distributor shall impose 7S Medical International AG reservation of title also to his customers. 7S Medical International AG reservation of title shall also be valid for forwarding agents.
- o.** Effects of Expiration or Termination: Neither party shall be liable to the other for loss or damage arising from termination or non-renewal of this agreement, and distributor hereby waives any and all right or claim to compensation that might otherwise be payable to it by the sole reason of such termination or non-renewal, whether on account of the loss by distributor of present or prospective profits on sales or anticipated sales, or of expenditures, investments or commitments made either in connection therewith or in connection with the establishment, development or maintenance of distributor's business, or on account of any other cause or thing whatsoever.
- p.** If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, and the parties shall in good faith attempt to substitute a legal, valid and enforceable provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision. Delivery of 7S Medical International materials is made on the basis that any subsequent standard terms from the buyer are excluded and that any acceptance or counter offer by the other party will be deemed to be an acceptance on the 7S Medical International's terms.
- q.** Swiss law alone shall apply to the contractual relationship. Place of jurisdiction is Willisau, Switzerland.
- r.** Both parties agree to keep the Terms and Conditions confidential.
- s.** Both parties agree to keep compliance with GDPR law, and HIPAA privacy regulation as applicable.
- t.** These Terms and Conditions shall be updated upon introduction of medical device regulation.