Terms and Conditions of Sale for Europe (ICU Medical)

("**Terms and Conditions**")

Buyer's attention is drawn in particular to the provisions of clauses 3.3, 3.5, 3.7, 5.2, 6.1, 8.2, 8.5, 9.5, 9.6, 12.6, 12.7, 13.2, 14 and 16.6.

These Terms and Conditions are for the purchase of Goods from ICU Medical legal entities established in the EEA, the UK or Switzerland. The Seller is the ICU Medical legal entity set out in the Order Confirmation.

1. DEFINITIONS

1.1 The definitions and rules of interpretation set out below apply in these Terms and Conditions:

1.2 Buyer means the person, firm or company, authority or government department or agency, which purchases the Goods from the Seller.

1.3 Contract means any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Terms and Conditions, as well as any purchase order from Buyer for the purchase of Goods from Seller that is accepted by the Seller in accordance with clause 2.4 and also incorporating these Terms and Conditions.

1.4 Equipment means hardware sold by Seller, including applicable pre-installed Firmware, applicable only if purchased under these Terms and Conditions, but does not include Infusion Pumps.

1.5 Firmware means device-specific software embedded on the Infusion Pumps and Equipment and any updates thereto provided under these Terms. For clarity, Firmware does not include software.

1.6 Goods means any goods, Equipment, Infusion Pumps, disposables/consumables components, spare parts and materials agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them but does not include software).

1.7 Infusion Pump means an external infusion pump used to deliver fluids and/or medications, including applicable pre-installed Firmware, applicable only if purchased under these Terms and Conditions.

1.8 Order Confirmation means the ICU Medical order confirmation issued to the Buyer for an accepted order.

1.9 Parties means the Buyer and the Seller, a "party" being one of them.

1.10 Seller means the ICU Medical entity set out in the Order Confirmation.

1.11 Services means the (implementation or) maintenance/repair services provided by Seller relating to the applicable Goods and/or Software.

1.12 Software means any ICU Medical software or applications (mobile or desktop) and related options as may be separately licenced to Buyer under a specific, separate, Software Terms of Use Agreement.

1.13 Territory means the geographic area specified by the Seller in which the Buyer may be authorised to distribute and resell the Goods in accordance with these Terms and Conditions, or if not so specified, the nation state in which the Buyer takes delivery of the Goods.

2. APPLICATION OF TERMS AND CONDITIONS

2.1 Subject to any variation under clause 2.2, or unless specifically provided otherwise in writing by the Seller, all orders, offers, and quotes and their acceptance shall be governed by these Terms and Conditions, which shall supersede and exclude any terms and conditions proposed, stipulated or referred to by the Buyer.

2.2 Any variation to these Terms and Conditions and any representations about the Goods shall have no effect unless set out in writing and signed by authorised representatives of each of the parties. Subject to limitations of Applicable Laws (as defined below), the Seller may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to these Terms and Conditions. If the Seller makes such a change, the Buyer agrees that the Seller may provide the Buyer with notice of the change by any reasonable method. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller that is not set out in the Contract. Nothing in this clause shall exclude or limit the Seller's liability for fraudulent misrepresentation.

2.3 Each purchase order or acceptance of a quotation for Goods from the Buyer for the Buyer's purchase of Goods from the Seller shall be deemed to be an offer by the Buyer to buy Goods and subject to the Seller accepting the purchase order pursuant to clause 2.4 shall create a Contract subject to these Terms and Conditions. These Terms and Conditions shall be included in each purchase order.

2.4 No purchase order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller ships the Goods to the Buyer. Acceptance of purchase orders is at the discretion of the Seller.

2.5 Orders with a combined value of less than £200/€300.00 (or its local currency equivalent), placed by the Buyer under, and subject to, these Terms and Conditions, excluding freight, will incur a minimum handling charge of £15/€30.00.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller sends an acknowledgement of order to the Buyer. Any quotation is valid for a period of thirty (30) days only from its date unless specifically stated otherwise on such quotation and provided that the Seller has not previously withdrawn it.

3. DELIVERY

3.1 The Buyer is responsible for providing complete and accurate delivery address information to the Seller and for checking such information is correctly set out in the Order Confirmation.

3.2 The Seller shall deliver the Goods to the location set out in the Order Confirmation or such other location as the parties may agree.

3.3 Any dates specified by the Seller for delivery of the Goods are estimates and time for delivery shall not be made of the essence by notice. If no dates are specified, time for delivery shall be within a reasonable time.

3.4 The Buyer may submit a request for next day delivery and such request may be accepted at the discretion of the Seller.

3.5 Seller shall not be liable for any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

3.6 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

3.6.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);

3.6.2 the Goods shall be deemed to have been delivered; and

3.6.3 the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3.7 If the Seller delivers to the Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity noted in the Buyer's purchase order or in the Seller's Order Confirmation, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the shortfall or surplus and shall pay for such goods at the pro rata Contract rate.

3.8 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

3.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4. PLACE OF DELIVERY

4.1 Unless otherwise expressly agreed in writing by the Seller, the Seller shall deliver the Goods to the Buyer and delivery shall take place at the Buyer's premises ("Delivery Point").

4.2 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for taking delivery of the Goods.

5. LOSS, SHORTAGE OR DAMAGE IN TRANSIT

5.1. Buyer or its carrier shall make reasonable efforts to inspect the Goods immediately at delivery and shall note (i) any discrepancy between the corresponding Order and the delivered Goods (quantities, specifications) and (ii) any visible damage to Goods or packaging (together the "Contested Goods"), on the bill of lading, and shall take sufficient photos to identify any visual damage and shall advise Seller in writing within three (3) days of each delivery of any Contested Goods, (including all applicable Sellers warranties).

5.2 Except for any Contested Goods identified by Buyer on the bill of lading or in writing within three (3) days of delivery, Buyer's receipt of the Goods shall constitute an unqualified acceptance of the delivery of such Goods and a waiver by Buyer of all claims with respect to such delivery. Buyer's acceptance of delivery shall in no way affect or diminish Sellers warranties for the Goods as set out herein.

6. CHANGES AND RETURNS

6.1 If after the receipt of any purchase order for Goods before delivery, improvements are made to their design, on giving notice to the Buyer, the Seller may make reasonable alterations to such design provided that:

6.1.1 the performance and quality of the altered goods are at least as high as those of the Goods ordered and/or according to Seller's assessment, such alterations are required for such Goods to conform to existing or future legal, regulatory, or technological requirements; and

6.1.2 no price variation is made except with the Buyer's consent; and

6.1.3 delivery is not unreasonably delayed because of such alterations.

6.2 Further, Buyer accepts and agrees that any individual (dedicated or non-dedicated) single-sterile and single-use consumables ("Disposables") may be subject to minor evolutions and modifications from time to time, at Seller's discretion, and Seller shall inform Buyer as and when these occur.

6.3 If in respect of any order for Goods that are manufactured to the Buyer's specification, the Buyer requests any amendment to such order, the Seller shall, at its discretion, charge the Buyer in respect of any such amendments at the rate of twenty-five percent (25%) of the invoice value of such Goods.

6.4 Except for Goods that do not conform to the warranty in clause 9 or any erroneous delivery of Goods due to Seller's mistake (subject to clause 3.7), if the Buyer wishes to return Goods to the Seller and the Seller, in its discretion, is prepared to accept the return of such Goods, the Seller reserves the right to charge the Buyer a restocking charge at a rate of twenty-five percent (25%). Any such returns shall be at the Buyer's expense and the Goods must be unused and in good and saleable condition.

6.5 As related to Contested Goods, the Seller will access the notes and photos sent by the Buyer (in accordance with clause 5) to verify the damage. If the Goods are found to be non-conforming, Seller shall promptly, at Seller's election, repair or replace such Contested Good (subject to clause 9.4). Any such returns shall be at the Seller's expense and the Buyer must comply with clause 5 of these Terms and Conditions.

6.6 The Buyer undertakes to ensure there is no Personal Data (as defined in the applicable privacy- and data protection legislation and regulations) on any Goods returned to the Seller for any reason, including without limitation Goods sent to Seller for repair, replacement or returned pursuant to clause 6.4 and 6.5.

6.7 The Seller shall, upon the reasonable request of the Buyer, package or bundle certain Goods together to form a kit (a "Custom Kit"). The Buyer agrees that in the event that it wishes to change the content of the Custom Kit and / or no longer wishes to purchase the Custom Kit, the Buyer shall notify the Seller in writing and shall purchase all Custom Kits which the Seller holds in stock.

7. RISK AND TITLE – INTELLECTUAL PROPERTY – BUYER DATA

7.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms 2020 (as amended) shall have the same meaning in these Terms and Conditions but if there is any conflict between the provisions of Incoterms and these terms, the latter shall apply.

7.2 The Goods are at the risk of the Buyer from the time of placement of the Goods with the first carrier (the provisions of clause 3.6.1 continue to apply in that case)

7.3 Ownership of and title to the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

7.3.1 the Goods; and

7.3.2 all other sums which are or which become due to the Seller from the Buyer on any account at the date the goods are delivered to the Buyer.

7.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

7.4.1 hold the Goods on a fiduciary basis as the Seller's bailee;

7.4.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

7.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

7.4.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

7.5 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

7.6 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered **FCA** as defined in Incoterms 2020 (as amended) the terms of which are hereby incorporated in these conditions unless otherwise agreed in writing by the Seller and the Seller is under no obligation to give notice to the Buyer if shipment is by a route involving sea transit (including under circumstances in which it is usual to insure).

7.7 The Buyer may resell the Goods before ownership has passed to it, subject to clause 10 and solely on the following conditions:

7.7.1 any sale shall be effected in the ordinary course of the Buyer's business (but not otherwise) at full market value; and

7.7.2 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.8 All rights, title, and interest in and to the Goods and any associated documentation and all derivative works thereof prepared by or for Seller and its affiliates and all related know-how and all rights therein (including, without limitation, all intellectual property rights), are and shall remain the exclusive property of Seller and its affiliates. All suggestions for corrections, changes, additions or modifications to the Goods provided by Buyer and any other feedback provided by Buyer are the exclusive property of Seller, and Buyer hereby assigns all rights in and to any such feedback to Seller, without any right to compensation or attribution.

7.9 In connection with the purchase of external infusion pumps used to deliver fluids ("Infusion Pumps" as defined), Seller grants Buyer a license to use the device-specific software as embedded on the Infusion Pumps and Equipment and any updates thereto ("Firmware" as defined, not including other software), in object code form only, solely on the particular Infusion Pump unit onto which it is embedded solely for internal purposes at Buyer sites and in accordance with: the product instructions for use, package inserts, product labelling, product packaging, manuals, specifications and training materials, which may include eLearning (including pre-recorded videos) if available, for any of the Goods ("Product Documentation").

7.10 To the extent Software is licenced to the Buyer, this licence will be a limited, non-exclusive, and nontransferable license to use such Software (i) only at the Buyer site(s) as specifically identified (ii) in accordance with these Terms and Conditions and the specific, separate, Software Terms of Use Agreement, and solely (iii) during such (annual) use period for which Buyer has paid ICU Medical the corresponding, nonrefundable (annual) user fee. A separate implementation and/or maintenance/service fee may also be payable for Software.

7.11 To the extent that Buyer data is created under these Terms and Conditions or relationship, Buyer retains all rights, title, and interest thereto. Buyer however hereby grants the following rights to Seller in relation to Buyer-generated data created or stored through the use of the Goods (e.g. an Infusion Pump or Equipment), to access, use, process, and disclose such Buyer-generated data as may be required for Seller to comply with all applicable EU/EEA, national and local laws, rules and regulations ("Applicable Laws") to manufacturers of devices such as the Goods, for complaint investigation, handling and reporting, and for maintaining, developing and improving Seller's products.

8. PRICES AND PAYMENT

8.1 Seller shall invoice Buyer for Goods upon shipment. Unless otherwise agreed by the Seller in writing, the price for the Goods shall be the price set out in the Seller's price list published on the date of delivery. The price for the Goods shall be exclusive of value added tax (if any) and all costs or charges in relation to transit and packing materials, installation, carriage, insurance and additional labour.

8.2 Payment terms are net thirty (30) days paid by EFT, if available, from the date of invoice ("Due Date"). Time for payment shall be of the essence and payment must be made in the currency stated on the invoice. In the event of late payment, interest will become due at a rate of two percent (2%) per month (or the maximum interest rate permitted by Applicable Law) from the Invoice Due Date up to and including the date full payment is received by Seller. In addition, non-payment of an invoice when due may, at the sole option of Seller, result in (i) the acceleration of all outstanding invoices and (ii) the suspension or cancellation of outstanding Orders.

8.3 To the maximum extent permitted by Applicable Laws, Buyer will be responsible for any and all applicable taxes, fees, and assessments due in relation to its receipt of Goods. Buyer will pay or promptly reimburse Seller for, any and all taxes, other governmental fees, assessments, duties and charges that are payable as a result of this transaction.

8.4 Buyer also agrees to pay all collection costs, expenses and reasonable attorneys' fees for collection of any amount due and unpaid. Seller also reserves the right to require from Buyer, at any time, satisfactory assurance of performance of Buyer's payment obligations to Seller, and refusal or failure to promptly furnish such assurance will entitle Seller to suspend or cancel further deliveries to Buyer.

8.5 Buyer shall not be entitled to retain or defer payment of any sums due to Seller hereunder on account of any right to counterclaim or set-off which it may allege against Seller.

8.6 The Seller reserves the right to change the terms of payment offered to the Buyer following a suspension or cancellation of performance under the provision of clause 8.2 and 8.4 above.

9. WARRANTY

9.1 Seller warrants that the Goods:

9.1.1 meet both ICU Medical's specifications, and will be manufactured in accordance with all current GMP and other Applicable Laws in effect at the time of manufacture,

9.1.2 are free of defects in workmanship and material, and

9.1.3 comply with Applicable Laws and meet stated standards and regulations.

9.2 Seller warrants that the Services provided to the Buyer shall be performed in a workmanlike manner in accordance with generally accepted industry standards.

9.3 Warranty Periods. For repair Services, a period of ninety (90) days from performance or completion of the corresponding repair Service applies. For Goods the ICU Medical warranties shall apply as follows:

9.3.1 For Infusion Pumps and Equipment (which does not include batteries), for a period of twelve (12) months from the date of shipment to Buyer, except for CADD™-Solis Ambulatory Infusion Pump shall have a warranty of twenty-four (24) months from the date of shipment to Buyer.

9.3.2 For Accessories, intravenous, irrigation, and nutritional solutions ("Solutions"), Disposables, batteries for Infusion Pumps and Equipment, single patient-use products utilised for venous access ("Vascular Access Products"), and Critical Care Products, for a period of ninety (90) days from the date of delivery to Buyer.

9.4 Warranty Obligations for Goods. All warranty repairs, replacements or refunds shall be limited to product issues which are, as reasonably determined by Seller, due and traceable to defects covered by the corresponding warranty for the Goods. Buyer's sole and exclusive remedy, and Seller's sole obligation, under the warranty for the Goods shall be for Seller to:

9.4.1 If the Goods are Infusion Pumps or Equipment or Accessories, repair or replace the Goods under warranty, or

9.4.2 If the Goods are Solutions, Disposables, Vascular Access Products, or Critical Care Products, replace the Goods under warranty, or

9.4.3 If, in Seller's sole opinion, the Goods cannot be repaired or replaced, in particular where such actions would not be commercially reasonable or feasible, refund or credit (at Seller's discretion) any sums paid by Buyer to Seller for the relevant Goods under warranty.

9.5 Voiding of Warranties. The warranties set out herein shall not apply and shall be void if, and to the extent that, the corresponding Goods have been:

9.5.1 damaged, misused, neglected or subjected to improper storage while in Buyer's possession;

9.5.2 used, handled, maintained, or implemented other than in accordance with their Product Documentation, such prohibited uses including but not limited to:

9.5.2.1 re-use of single-use and/or single patient-use Goods,

9.5.2.2 use of single-use and/or single patient-use Goods beyond the indicated maximum duration of use,

9.5.2.3 use of Disposables with any Infusion Pumps or Equipment or other devices other than those

explicitly authorised by Seller and as stated in the Product Documentation,

9.5.2.4 use of Infusion Pumps or Equipment with any consumables/disposables other than those explicitly authorised by Seller and as stated in the Product Documentation,

9.5.2.5 cleaning, modification, fitting or repair of Goods with non-ICU Medical approved (i) replacement parts, (ii) accessories or components, or (iii) cleaning agents.

9.5.2.6 altered by Buyer, including the alteration, defacement or removal of serial numbers;

9.5.2.7 subject to implementation, repair or attempted repair by unauthorised personnel;

9.5.2.8 resold, leased or otherwise transferred possession to the benefit of a third party;

9.5.2.9 damaged due to unsuitable power sources or other environmental conditions;

9.5.2.10 used by Buyer notwithstanding the fact that Buyer knew or ought to have known the relevant Goods were defective or damaged.

9.6 Except for the warranties set forth in these Terms and Conditions, and to the fullest extent permitted by Applicable Laws, Seller disclaims any and all other representations and warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose and non-infringement. The remedies specified herein are the sole and exclusive remedies and apply regardless of whether any remedy set forth herein fails of its essential purpose.

10. ONWARD SALE - DISTRIBUTION

10.1 Buyer may not (i) sell, distribute, convey, barter or otherwise transfer the Goods purchased from Seller except to individual persons in the course of providing health care services for use solely at Buyer's sites or (ii) may not export or re-export the Goods, without the prior express written agreement of Seller. Buyers in the EU/EEA shall not resell or distribute the Goods to areas outside the Territory which are allocated exclusively by Seller to (up to 5) other distributors or reserved exclusively to Seller except as authorised by Seller or to the extent that the foregoing restriction is not permitted under Applicable Laws. This limitation shall not limit an EU/EEA Buyer's right to conduct passive sales in such areas to the extent these are inside the EU/EEA and such resale or distribution is otherwise permitted under Applicable Laws.

10.2 If Buyer wants to operate as a (reseller or) distributor of the Goods, Buyer shall enter into Economic Operator Quality Agreement with Seller to allocate the parties regulatory responsibilities for the purpose parties' compliance with the laws from time to time applicable in the EU/EEA or any part of it, the UK and/or Switzerland, regulating medical devices, in vitro diagnostic medical devices and each of their accessories including their: sale and/or supply and/or placing on the market and/ or making available and/or putting into service, as that legislation is amended, extended or re-enacted from time to time and including any subordinate legislation made under it, including the Regulation (EU) 2017/745.

10.3 With respect to any Goods held for resale or distribution by Buyer, Buyer shall implement quality management systems and protocols as follows:

10.3.1 Buyer shall, at its own expense, obtain and maintain any and all licenses, permits registrations, approvals and the like necessary to permit Buyer to lawfully sell, distribute and deliver Goods in the Territory.

10.3.2 Buyer shall maintain true, accurate, complete and current records relating to its purchases, sales and dispositions, logistics procedures, quality systems, and storage relating to Goods. For each sale, transfer or conveyance of Goods, Buyer shall collect and maintain the following information:

10.3.3 Product Traceability, including:

i. Customer/Transferee Name and Full Address

ii. Buyers Internal End User Number

iii. Invoice Number and Date

iv. Shipping Date

v. Quantity and Unit of Measure

vi. Company Item Number

10.3.4 Storage and environmental conditions

10.3.5 Sub-distributor management (including agreements), if applicable

10.3.6 Product inspection and quality control

10.3.7 Customer complaints and complaint management

10.3.8 Field action and recall management

10.3.9 Corrective and preventive actions (CAPA)

10.3.10 Management of nonconforming and returned products

10.3.11 Quality system

10.3.12 Product training, if applicable

10.3.13 Buyer shall maintain such records for the greater of five (5) years or such other period required by the Economic Operator Quality Agreement or the applicable local, state, region, territory, government or country requirements under laws and regulations in effect and as amended during the term of this Agreement. In connection with any regulatory or compliance matter, quality systems review, audit any government agency or notified body, or any quality audit pursuant to clause 12.8 below, or otherwise as required by law, Buyer shall furnish copies of any distributor records requested by Seller either to Seller or Seller's auditors, as applicable, within ten (10) business days of such request. Seller shall not use any such records for the purpose of soliciting the purchase of Goods by any of Buyer's customer directly from Seller.

10.3.14 In the event that Buyer sells, transfers or conveys the Goods to any sub- distributor or other third party prior to sale or distribution of the Goods to the end user, Buyer shall cause such sub-distributor or other third party to maintain the records listed above for the applicable period and to make copies of such records available to Seller as described.

11. HANDLING AND STORAGE OF GOODS

11.1 Buyer shall comply with all laws and regulations applicable to the storage, handling (and distribution, if any) of the Goods, including, but not limited to those applicable to the import (and potential export) of the Goods and the registration or licencing of the Goods prior to a potential sale.

11.2 Buyer shall while the Goods are under its responsibility, ensure storage and transport conditions do not jeopardise compliance with the general safety and performance requirements set out in the applicable medical device laws and regulations and maintain environmental controls for the storage and transportation of products in compliance with all labelling and any written instructions from Seller.

11.3 Where Buyer is to make onward deliveries, Buyer shall ensure that inventory is managed rotated so that delivery of Goods with the shortest remaining useful life is shipped first.

12. GOOD USE - COMPLIANCE WITH MEDICAL DEVICE LAWS

12.1 Disposables are for use only as explicitly authorised by Seller and as stated in the Product Documentation. Buyer shall use the Goods only in accordance with the Product Documentation and shall procure that Buyer's personnel utilising the Goods complies with the same. Buyer is responsible for ensuring all preventive maintenance and repairs of Goods are completed in accordance with the corresponding Product technical service manuals.

12.2 At Seller's option, products and Firmware, requiring service shall be either: (i) repaired on site by regional Field Service Engineers ("FSE") (if locally available); or (ii) packed securely and shipped freight prepaid by Buyer to an ICU Medical service facility indicated by the Seller, all at Buyer's expense. Buyer agrees to (i) clean and decontaminate all products prior to shipment to ICU Medical personnel repairing the products and to (ii) delete all user data in accordance with clause 6.6 and to act in a way that is conducive to complying with applicable data protection laws and principles. Upon completion of this repair, ICU Medical will return the products to Buyer, at Buyer's expense. In the event that a product (incl. an Infusion Pump) cannot be adequately repaired or if the cost thereof is excessive, ICU Medical shall inform Buyer; and Buyer shall elect to either discard, or discard and replace, the product, at Buyer's expense. In the event of a replacement, the parties shall update, among others, all relevant records containing the serial number of the replaced product (incl. the Infusion Pump). For the aforementioned purposes, the party shipping a product shall be responsible for adequately packaging the product and for the costs and risks of shipping such product to the other party.

12.3 Buyer may from time-to-time request Seller to perform additional (professional) Services for Buyer and these Terms and Conditions will apply to the Contract for such Services. The parties agree to negotiate in good faith a Work Order ("WO") for these Services. Subject to the terms of the Contract, Seller shall perform the Services described in each WO. In consideration for Seller's performance of the Services, Buyer shall pay Seller the agreed amount as set forth in the applicable WO. Buyer shall also pay Seller for all reasonable and necessary out-of-pocket expenses incurred by Seller in performing the Services, including costs of travel, food and lodging where applicable.

12.4 Prior to the first clinical use of any Goods, Buyers agrees that Buyer and all of Buyer's personnel utilising the Goods are required to read all Product Documentation and complete all training provided by Seller for the Goods. (Online Product Documentation and training resources are available on-line and/or by contacting ICU Medical's Customer Care representatives). Additionally, Buyer shall not make any changes to any Goods, including Goods labelling and packaging, without the prior written authorisation of Seller.

12.5 At all times, Buyer shall use ICU Medical-approved cleaning solutions and techniques for the Goods (e.g. Infusion Pumps and Equipment) in accordance with Product Documentation, and clean and decontaminate all such Goods (e.g. Infusion Pumps and Equipment) prior to the same being shipped to or handled by Seller's personnel. Approved cleaning solutions and disinfecting agent guides are available from ICU Medical's Technical Support Centre (and on-line from the Technical Support Centre)

12.6 If Buyer considers or has reason to believe the Goods present any risk to a patient, user or other person (including to Seller's personnel), Buyer shall notify the Seller immediately. This clause does not affect any other legal reporting obligation the Buyer may have.

12.7 If Buyer receives any complaints or otherwise becomes aware of any suspected incident, defect or non-conformity of the Goods, Buyer shall notify Seller immediately. In the event of a recall or corrective action, regardless of whether it is required by any regulatory agency or voluntarily undertaken by Seller, Buyer shall cooperate with the reasonable requests of Seller with respect to the notification of customers and end users and the collection, shipment and storage of any returned Goods. Seller shall reimburse Buyer for any reasonable, directly incurred out-of-pocket costs payable to any third party in connection with providing such cooperation. In addition to the foregoing, Seller may, at any time immediately upon written notice to Buyer, remove or cease use of Goods as may be required by Seller (i) in determination with applicable regulatory bodies or (ii) as determined to be required by counsel of Seller in light of any suspected incident, defect or non-conformity of the Goods.

12.8 Seller has the right to conduct audits at Buyers facilities upon reasonable notice to assess compliance to agreements, regulatory requirements and quality standards. Buyer shall provide access to books, records, and other documentation and facilities as part of these assessments.

12.9 In the event that Buyer sells, transfers or conveys Goods to any sub-distributor or other third party prior to sale or distribution of the Goods to the end user, Buyer shall cause such sub-distributor or other third party to cooperate with any such audit by Seller as well.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its authorised representatives and agents ("Indemnified Party") from and against any and all liabilities, losses, or damages, expenses, demands, claims, suits or judgments, including without limitation reasonable attorney's fees and expenses, which are brought by a third party against the Indemnified Party to the extent they arise from the Indemnifying Party's (a) breach of any provision of these Terms and Conditions; (b) negligence or wilful misconduct; or (c) violation of any Applicable Laws; (d) with respect to Buyer as the indemnifying Party, any death, bodily injury or property damage caused by Buyer; or (e) with respect to Seller as the Indemnifying Party, Seller's Goods causing death, bodily injury, or property damage, provided that such Goods, were used in accordance with the respective Product Documentation.

13.2 To the fullest extent permitted by Applicable Laws, Seller shall not be liable for any lost profits, loss of use, business interruption, loss of data, cost of cover nor for any indirect, special, incidental, punitive or consequential damages of any kind, whether in contract or tort, including negligence, even if Seller has been advised of the possibility of such damages. Seller's aggregate liability hereunder shall be limited to the total of all sums paid by Buyer to Seller under the Contract(s) in the twelve (12) months period ending in the month immediately prior to the month in which any such breach, fault, defect or event giving rise to the claim(s), first became known to the Buyer.

14. FORCE MAJEURE

14.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce (or otherwise allocate) the volume of the Goods ordered by the Buyer (without liability for loss or damage of any kind to the Buyer), and is otherwise excused from any failure to perform its obligations hereunder, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including but without limitation, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to Seller's or another party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that if the event in question continues for a continuous period of excess of ninety (90) days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

15. AUTHORITY- NOTICES - GENERAL

15.1 Buyer represents and warrants that (a) if it is a legal entity, it is a corporate entity duly organised, validly existing and in good standing under the laws of the jurisdiction of its organisation; (b) it has all requisite power and authority to execute, deliver and perform the Contract; (c) the Contract creates legal and valid obligations binding upon Buyer and enforceable in accordance with their terms; and (d) the execution, delivery and performance of the Contract by Buyer has been duly authorised by all necessary corporate action and do not conflict with any agreement to which it is a party or by which it is bound, nor violate any Applicable Laws or any order or award of any court or governmental body applicable to Buyer.

15.2 Any notices, or other information given, made or delivered to either party hereunder shall be sufficient if personally delivered, mailed, or sent by electronic transmission to the address of such party set forth on the Order Confirmation.

15.3 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

15.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.5 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.6 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15.7 A person who is not a party to the Contract has no right to enforce or avail themselves of any term of the Contract.

15.8 The Seller may assign the Contract or any part of it to any person, firm or company.

15.9 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

15.10 These Terms and Conditions constitute the entire understanding and agreement between Seller and Buyer concerning the subject matter hereof, and supersede all prior negotiations, agreements and understandings between Seller and Buyer, whether oral or in writing, concerning the subject matter thereof. Except for terms identifying Goods ordered and their quantities, no additional terms, contained in any purchase order, acknowledgment form, or other document of Buyer shall be binding on Seller.

15.11 A party shall not make any press or other public announcement in relation to its contractual relationship with the other party without the prior written consent of such other party, whose consent shall not be unreasonably withheld or delayed; provided that ICU Medical shall be permitted to make a reasonable public announcement upon advance written notice to Buyer and provided further that ICU Medical deems while acting in good faith that such public announcement is necessary for ICU Medical to comply with its securities and exchange laws and/or other similar regulations. Following the date of the Contract and regardless of any dispute that may arise in the future, the parties agree that they will not disparage, criticise, or make statements which are negative, detrimental, or injurious to the other to any individual, entity or body.

16. LAW AND JURISDICTION; COMPLIANCE

16.1 The construction, validity and performance of these Terms and Conditions and matters pertaining thereto shall be governed in all respects by the law of the country of domicile of the Seller. The Courts of the place of domicile of the Seller shall have exclusive jurisdiction to settle any action brought in connection with these Terms and Conditions or matters pertaining thereto.

16.2 The Buyer shall comply with all Applicable Laws and shall provide to the Seller in a timely manner any information necessary for the Seller to fulfil any obligations of disclosure under any Applicable Laws.

16.3 Each party shall:

16.3.1 comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("Relevant Requirements");

16.3.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

16.3.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of any Contract; and

16.3.4 immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party (and each party warrants that it has no foreign public officials as officers, employees or direct or indirect owners on commencement of any Contract).

16.4 Each party understands the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "**Convention**"), the US Foreign Corrupt Practices Act ("**FCPA**") and the UK Bribery Act 2010 and agrees to comply with the Convention, the FCPA and the UK Bribery Act 2010.

16.5 The Buyer acknowledges and agrees that the ultimate destination of the Goods sold hereunder is in the country where Seller is incorporated, unless otherwise stated in writing. Buyer shall not authorise or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to transfer, export, re-export, or import any of the Goods to any person without complying with applicable export, import, and economic sanctions laws and regulations of the country where Seller is incorporated, the United States, the EU/EEA, or any other applicable jurisdictions. The Buyer agrees to notify the Seller immediately if the Buyer or the end-user (if not the Buyer and known) is specifically or otherwise effectively listed on any relevant government restricted or prohibited parties lists, including the Denied Persons List, Entity List, Sectoral Sanctions Identifications List, or Specially Designated Nationals List, or if the export privileges of the Buyer or any relevant third party whom the Buyer will involve in this transaction (including its customer, if applicable), are otherwise denied, suspended or revoked in whole or in part by any relevant government authority. The Buyer shall ensure that the Goods are not used in relation to chemical, biological or nuclear weapons, or missiles capable of delivering such weapons. The Buyer shall indemnify the Seller against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from the Buyer's breach of this clause.

16.6 Breach of condition 16.3, 16.4, or 16.5 by either party shall entitle the other party to terminate the Contract with immediate effect.

16.7 The Seller and its affiliates are committed to conducting their business ethically and lawfully. To that end the Seller, through its ultimate parent, ICU Medical, Inc., maintains a Code of Conduct and Business Ethics and mechanism for reporting unethical or unlawful conduct. The Seller expects that the Buyer will also conduct its business ethically and lawfully. If the Buyer has cause to believe that the Seller or any employee or agent of the Seller has behaved unethically or unlawfully under, or in connection with this Agreement, the Buyer is encouraged to report such behaviour to the Seller or to ICU Medical, Inc. A copy of ICU Medical, Inc.'s Code of Conduct and Business Ethics and mechanisms for making such reports are available on https://www.icumed.com/about-us/corporate-policies-disclosures.

16.8 The Buyer shall not, directly, or indirectly, in connection with any Contract and the business resulting from it, offer, pay, promise to pay, or authorise the giving of money or anything of value to any government official, to any political party or official thereof or to any candidate for political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any government official, to any political party or official thereof, or to any candidate to political office, for the purpose of:

16.8.1 influencing any act or decision of such official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or

16.8.2 inducing such official, political party, party official, or candidate to use his or its influence with the government to affect or influence any act or decision of such government or instrumentality, in order to assist the Seller in obtaining or retaining business for or with or directing business to the Seller.

Breach of this condition 16.8 by Buyer shall entitle Seller to terminate the Contract with immediate effect.

16.9 The Seller adheres to MedTech Europe's Code of Business Ethics (https://www.medtecheurope.org/interactions-with-the-medical-community/), the AdvaMed Code of Ethics for Interactions with Healthcare Professionals (http://www.advamed.org/) and medical device industry codes in the Territory. Buyer confirms that it has read those codes and agrees to honour their principles and not to do anything that violates those principles.

17. CONFIDENTIALITY- DATA PROTECTION

17.1 Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party; (b) not to use the Confidential Information of the other party except to the extent necessary for the purposes of the Contract; and (c) to protect the confidentiality of the other party's Confidential Information in the same manner as it protects the confidentiality of its own Confidential Information. For purposes of these Terms and Conditions, Confidential Information includes any non-

public technical or business information of either party, including any information relating to a party's techniques, algorithms, know-how, research, engineering, designs, financial information including pricing, customer lists, business forecasts, marketing plans, trade secrets and information or any materials marked confidential. Confidential Information shall also include any discussions or documentation relating to potential future products, software, features, and/or services. The obligations contained in this clause 17.1 shall survive, and continue in effect after the termination of the Contract.

17.2 The parties acknowledge that each party is a separate and independent controller of personal data disclosed by each party to the other party pursuant to this Agreement. In no event will the parties process the personal data as joint controllers. Buyer shall be the sole owner of customer data files and Buyer retains all rights, title, and interest thereto.

17.3 Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under applicable data protection laws (including, in the case of Buyer, the obligations set out in clause 6.6, in particular (and without limitation) all necessary transparency and lawfulness requirements.

17.4 Buyer acknowledges that when ICU Medical provides support in the creation or management of products such as Infusion Pumps using customer data files, Buyer understands and agrees that it has sole control over, and sole responsibility for such files. In the event ICU Medical obtains access to any such files, it shall keep them private and secure in accordance to Applicable Laws and the Contract. Except as otherwise stated herein, ICU Medical will have no responsibility or liability for any claim, liability, loss, damage, cost or expense arising out of the customer data files, their content and/or and their use. ICU Medical and its affiliates are granted the following rights by Buyer; (i) the rights to collect and process customer data files for the purposes of maintaining a large database of anonymous data processed by its products and Software, as applicable, (including anonymised and de-identified customer data files), and (ii) to access, use, process, and disclose the customer data files as may be required for ICU Medical to comply with laws applicable to medical Infusion Pump manufacturers and for the purposes of providing maintenance and support and other Services to Buyer, for complaint investigation, handling and reporting, and for maintaining, developing and improving ICU Medical's products and services.