

TERMS OF SALE – UK&IRELAND

1. **ADDITIONAL OR DIFFERENT TERMS.**

These terms of sale ("**TOS**") shall apply to any sales agreement between the seller (also "we" or "us") and the buyer (also "you") which refer to these TOS and to all future business transactions between you and us in case of an ongoing business relationship.

These TOS shall only apply towards businesses such as companies, merchants, legal entities under public law, separate estates created under public law or any equivalent business or public entity, but not towards consumers. You may not modify any terms of these TOS, and we hereby object in advance to any additional or different terms proposed by or on behalf of the buyer in any instrument requesting or confirming our order confirmation. Unless proven otherwise, a written contract or the written confirmation of the seller to the purchase order sent by the buyer shall be decisive for the content of such individual agreements. Acceptance by the buyer of the Products will constitute acceptance of these TOS and an express waiver by the buyer of any additional or different term that it had previously proposed.

Except as specifically stated herein or unless required by statutory law, there are no audit rights under these TOS.

2. **CONCLUSION OF CONTRACT**

Seller's offers are non-binding, subject to change without notice and are simply a request to you to make an offer, unless expressly and in writing specified otherwise in seller's offer.

The buyer's purchase order shall be considered a binding contract offer. Unless expressly and in writing specified otherwise in your purchase order, we have the right to accept such contract offer within two (2) weeks following its receipt. A contract shall only be concluded and take effect when seller has confirmed the order in writing. Our failure to send the order confirmation within the aforementioned 2-week period constitutes a rejection of your offer. A delayed order confirmation shall be considered a binding contract offer by seller which the buyer may accept within one (1) week.

3. **RETURNS.**

Without prejudice to contractual remedies for warranties, if any, we may additionally grant you the right to return Products subject to the terms of our international return policy which you may find at <http://www.asp.com>, and which are hereby incorporated by reference into these TOS. The buyer may only return Products without cause for credit if the seller or one of its affiliates has previously authorized that return in accordance with the terms of seller's international return policy.

4. **ADJUSTMENTS.**

If the buyer believes that an invoice contains any errors with regard to the identity or the number or amounts of Products ordered and delivered, it must notify the seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. If the buyer wishes to make a claim for loss or damage to any Products as a result of delivery, it must include a copy of the delivery receipt.

5. **DELIVERY.**

Products will be delivered, subject to availability, in accordance with the terms of the relevant purchase order. Seller shall not be liable for any delays, loss, or damage in delivery, unless caused by seller's intent or gross negligence.

Seller shall not be liable for any non-delivery of Products (even if caused by seller's simple negligence, but not for seller's gross negligence or intent) unless buyer gives written notice to seller of non-delivery within 5 days of the date when the Products would have been received as

per the purchase order or timely delivery has exceptionally been agreed as a material contractual obligation. Any liability of seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or if the performance is unavailable, adjusting the invoice respecting such Products to reflect the actual quantity delivered. In the event of unavailability of performance, seller shall inform the buyer thereof without undue delay and shall promptly reimburse an already received consideration.

Delivery of the Products will be CPT (Carrier Paid To) /CIP (Carrier and Insurance Paid) (Incoterms 2020) at the place of destination described in the Products order confirmation.

By exception to this preferred CPT/CIP (Incoterms 2020), delivery of Products sold to public hospitals through public tenders will be DDP (Incoterms 2020) as described in the relevant public tender bid specifications.

6. SECURITY INTERESTS.

The buyer hereby grants the seller a security interest in all Products as security for payment of all amounts due under the relevant invoice. The security interest shall expire upon the full payment of the purchase price for the respective Products. The granting of security rights, as well as the scope and enforcement of such security interests shall be governed by the applicable laws, regulations, court decisions, or all other binding pronouncements and provisions under the applicable jurisdiction ("**Applicable Laws**"). Any transfer of titles shall also be governed by the Applicable Laws, corresponding with the provisions on security interests, if applicable. The buyer shall assist and cooperate with the seller in taking any further actions reasonably necessary to perfect the security interest e.g. by signing at the seller's request appropriate documents such as financing statements.

7. IMPAIRED FINANCIAL PROSPECT OF THE BUYER.

In the event of the insolvency, bankruptcy, reorganization, receivership, or liquidation by the buyer options on acceleration or deceleration shall apply pursuant to the Applicable Laws. If the seller believes in good faith that the prospect of the buyer paying its due amounts has or is likely to be impaired, buyer may make delivery subject to prepayment by buyer. By accepting the Products, the buyer is representing that it is not then insolvent within the meaning of the Applicable Laws.

8. PAYMENT; TAXES.

In addition to paying the net price, the buyer shall pay any tax, duty or other fee imposed on this transaction by any federal, state, foreign or local governmental authority. If the seller is required to prepay any such tax, duty or other fee, the buyer will reimburse the seller the amount of that tax, duty, or other fee. All prices are exclusive of VAT, other sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by under the invoice.

9. COST REPORTING.

The buyer acknowledges that it may be required under the Applicable Laws to disclose cost (including, but not limited to, any discounts, rebates or other price concessions) or cost related documents (such as invoices, coupon, statements), e.g. in cost reports or claims for reimbursement submitted to health care programs or other (public) institutions. The buyer shall make any such required disclosures in accordance with the Applicable Laws.

10. IMPORT/EXPORT.

The seller and the buyer agree to comply with the Applicable Laws, as they relate to the import, export and re-export of information and/or Products. Further, the buyer shall at all times act in compliance with the U.S. Department of Commerce Bureau of Industry and Security's ("**BIS**") Export Administration Regulations ("**EAR**"), 15 C.F.R. Parts 730-774, and the economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign

Assets Control (“**OFAC**”), including the Foreign Assets Control Regulations (“**FACR**”), 31 C.F.R. Parts 501-598, and Executive Orders administered by OFAC when procuring and/or selling Products. Without limiting the foregoing, the buyer shall not disclose or deliver any Products provided hereunder in any manner contrary to any Applicable Laws. The buyer and the seller acknowledge that these Applicable Laws impose restrictions on import, export and transfer to third countries of certain categories of Products, and that authorizations/licenses from the applicable regulatory agency may be required before such Products can be disclosed or delivered hereunder, and that such authorizations/licenses may impose further restrictions on use and further disclosure or delivery of such Products.

11. INTELLECTUAL PROPERTY.

Seller reserves all rights in its intellectual property whether or not any such intellectual property is subsumed in any Product provided to buyer, and nothing contained herein will be construed as granting buyer any ownership interest or other rights to the intellectual property of the seller.

12. PRODUCT SHORTAGES.

Seller is not liable for any loss or damage resulting from delays in delivery due to circumstances beyond its reasonable control, such as, without limitation, product shortages, acts of nature, war, terrorism, regulatory or carrier issues.

13. PRESCRIPTION PRODUCTS; COMPLIANCE WITH LAW.

Any Products labelled with a reference to prescription requirements are sold for such use only. Buyer shall comply with all Applicable Laws in connection with the use and resale of the Products. The Buyer acknowledges and understands its legal and moral obligations as detailed in the Bribery Act 2010.

14. SINGLE-USE PRODUCTS.

The buyer acknowledges that the requirement that a Single-Use Product that it purchases be used once and only once in delivering patient care is an express condition of the sale of the Product. The seller conveys no right in such patented Single-Use Product other than the right to use those units once and only once. A “Single-Use Product” means any Product that is labeled “For Single Use” or “Single Use Only” or “Do Not Reuse” or otherwise labeled to indicate that the Product is to be used once and only once in delivering patient care. The seller does not grant the buyer or any other person or entity any license to reprocess, remanufacture, or reconstruct any patented Single-Use Product. In addition to other available remedies, the sale or use of any reprocessed, remanufactured or reconstructed patented Single-Use Product will be subject to available remedies for patent infringement. In any event, seller will not be liable for any quality or characteristic of such Product which has been reprocessed, remanufactured or reconstructed contrary to this provision – and buyer shall indemnify seller from all claims raised by third parties in connection with such reprocessed, remanufactured or reconstructed Products.

15. DEDUCTIONS.

The buyer should identify the reason for any deductions. The seller will deny and not accept any unidentified deductions.

16. WARRANTIES.

Seller warrants that all Products comply with their respective specifications set forth in their respective product data sheets and are free from defects in material and workmanship. Other than set forth in the foregoing or expressly described in the Product package or required by statutory law, seller makes no further warranties and guarantees (implied or express) on the Products to you, including without limitation, those of merchantability or fitness for a particular purpose.

Warranty claims for defects require that you have duly examined the Products upon delivery and notified us of any defects. All such notifications must be in writing and accompanied by all information required (such as the invoice number and date, identification marks or delivery receipts). You must notify us of any defects detectable upon reasonably thorough inspection,

for example incomplete or false deliveries or outer damage to a Product, immediately after delivery. With regard to defects which cannot be detected upon such inspection you need to notify us without undue delay upon detection of the defect. Notice is deemed to be made in due time if given within ten (10) days after delivery or detection of the defect.

In the event of justified notification of defects, the seller shall at its own discretion either remedy the defect or replace the defective Product. In the event of failed rectification or replacement, the buyer shall be entitled to reduce the purchase price or to rescind the agreement.

Above warranty claims shall become statute-barred twelve (12) months after delivery of the Products.

17. **LIMITATION OF LIABILITY.**

Without prejudice to the Warranties described above, unless otherwise agreed in these TOS or otherwise required by statutory law, the seller will not be liable for any other breach of contractual or non-contractual obligation, irrespective of their legal grounds. In particular, the seller will not be liable for any indirect damages, such as loss of profits, or other incidental, consequential or special damages, including punitive damages.

The above exclusion of liability shall not apply if and to the extent that the damage was caused by the seller's intent or gross negligence. In any event, our liability is limited to the foreseeable, typically occurring damage. The exclusion of liability does neither apply if we fraudulently concealed a defect or failed to fulfill an express guarantee. Further, the exclusion of liability shall not apply to damages to life or limb or health, as well as for all mandatory statutory claims, e.g. claims under product liability law.

The foregoing exclusions or limitations of liability shall apply to the same extent in favor of the seller's employees, staff, representatives and other vicarious agents.

If the seller is responsible for breaches of obligations other than a defect, the buyer may rescind the agreement.

18. **CONFIDENTIALITY.**

From time to time, the seller may disclose or make available to the buyer information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by buyer or any of its representatives; (ii) is or becomes available to buyer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of buyer or its representatives before being disclosed by or on behalf of seller; (iv) was or is independently developed by buyer without reference to or use, in whole or in part, of any of seller's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The buyer shall: (A) protect and safeguard the confidentiality of seller's Confidential Information with at least the same degree of care as buyer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the seller's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these TOS; and (C) not disclose any such Confidential Information to any person or entity, except to the buyer's representatives who need to know the Confidential Information to assist the buyer, or act on its behalf, to exercise its rights or perform its obligations under these TOS. The buyer shall be responsible for any breach of this clause caused by any of its representatives.

Upon the seller's request at any time, the buyer shall promptly return, and shall require its representatives to return to the seller all copies, whether in written, electronic or other form or media, of the seller's Confidential Information, or destroy all such copies and certify in writing to the seller that such Confidential Information has been destroyed. In addition to all other remedies available at law, the seller may seek equitable relief (including injunctive relief) against the buyer and its representatives to prevent the breach or threatened breach of this clause and to secure its enforcement. The confidentiality obligations of this clause shall survive the termination or expiration of these TOS.

19. **LANGUAGE, GOVERNING LAW, PLACE OF JURISDICTION.**

The official version of these TOS, and all communications related to these TOS, will be in the English language. Any translation in another language shall be deemed for convenience only and shall not prevail over the original English version, unless required otherwise by mandatory Applicable Laws.

These TOS as well as all related business agreements between the seller and the buyer shall be governed by and interpreted in accordance with the laws of the seller's and the buyer's common EU Member State of residence, excluding the 1980 U.N. Convention on Contracts for the International Sale of Goods. If there is no common country of residence of seller and buyer, the laws at the place of residence of seller shall apply.

All disputes arising out of or in connection with any sale governed by these TOS are exclusively subject to the jurisdiction of the courts at the seller's place of residence.

20. **FORCE MAJEURE.**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these TOS, for any failure or delay in fulfilling or performing any term of these TOS (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) other catastrophes, epidemics or quarantine restrictions; and (k) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**"). The Impacted Party shall promptly give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, either party may thereafter terminate these TOS.