

GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICATION

These General Terms and Conditions of Sale constitute an agreement between the buyer ("Buyer") and the seller Systagenix Wound Management (South Africa) (Proprietary) Limited ("Seller"), notwithstanding any other documents issued by Buyer. These General Terms and Conditions of Sale may not be amended, modified, supplemented, or waived in any manner whatsoever, except as otherwise provided in Section 16 below or as mutually agreed upon in writing between authorized representatives of Buyer and Seller.

2. MINIMUM ORDER VALUE AND ORDER ACCEPTANCE

The minimum order value excluding taxes, freight and other charges is US\$1,000.00 (US Dollars One Thousand Only), or its equivalent in local currency. When issuing the final official Seller Quotation ("Quotation"), Seller reserves the right to adjust the quantities to conform to the minimum order value, shipping and/or packaging quantities of the Seller product(s). This clause can be waived in the case of the purchase of spare parts. All orders are subjected to acceptance by the Seller.

3. PRICE

All unit prices are quoted CPT / CIP for Ocean / Air shipments, and DAP for Road shipments. Insurance coverage only applies to the term CIP, while for all remaining terms, insurance must be arranged by Buyer.

4. VALIDITY OF PRICES

The prices in the Quotation are only valid for the period stated in the quotation. After that date, Seller reserves the right to adjust prices or withdraw the Quotation. Any order received against a Quotation must fully conform to the terms and conditions of the Quotation and be received within the period of validity of the quotation.

5. PRODUCT AVAILABILITY

The availability date (if any) indicated on the quotation is an approximate date based on the standard lead time for the Seller Products and is taken from the longest lead time for the Seller products quoted. The date is valid as of the receipt of an order that conforms to the terms and conditions to the related quotation. This availability lead time will not take effect if documents are incomplete, inoperable, or missing, even if the delay is a result of factors outside Buyer's control. The absence of an availability date cannot be the basis of a claim for damages or interest or damages of the order by Buyer.

6. PENALTIES

Unless Buyer and Seller expressly agree in writing on an order basis, Seller will not be subject to any penalty clauses whatsoever imposed on it by Buyer or any other third party.

7. WARRANTY AND LIMITED REMEDY

Seller represents that the Seller products are free from defects in materials or manufacture at the time of shipment to Buyer. Seller MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If a Seller product is found not to conform to this warranty, Seller's only obligation, and Buyer's exclusive remedy, shall be, at Seller's option, to either issue credit for or replace such product proven to be non-conforming. Seller has no obligation under this warranty with respect to Seller products that have been modified or damaged through misuse, abuse,

accident, or negligence or mishandling by Buyer.

8. PRODUCT USE

Before using, the user is responsible for determining the suitability of the Seller product for a particular use and intended application, and the user assumes all risks and liability in connection therewith.

9. LIMITATION OF LIABILITY

Except in the event of Seller's gross negligence or willful misconduct or where otherwise prohibited by law, Seller SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BUSINESS OR OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANYWAY RELATED TO THE PRODUCTS OR SALE OF OR USE OR INABILITY TO USE THE PRODUCTS. This limitation of liability applies regardless of the legal theory under which such losses or damages are sought. This limitation of liability does not apply to claims by Buyer or direct damages due to breach of material obligation under a quotation or related order.

10. COMPLIANCE WITH LAWS AND PRODUCT STEWARDSHIP

It is understood that Seller will take no action nor follow a course of conduct involving a quotation or related order that will cause it to be in violation of applicable local law or the laws of South Africa including but not limited to local and international anti-bribery laws. Seller and Buyer are committed to promoting effective product stewardship and appropriately managing environmental, health, safety and regulatory considerations with respect to Seller products. Seller agrees that in the performance of an order it will comply with all applicable laws and regulations, including but not limited to those relating to occupational health, safety and environment, and shall secure any required permits or approvals applicable to Buyer's operations, purchase, handling, transportation, storage, use, distribution, marketing, sale, processing, disposal and/or treatment of Seller products. Buyer will provide appropriate environmental, health, safety and regulatory information related to Seller products to Buyer's employees and to Buyer's customers of products made using or containing Seller products. Buyer agrees to immediately report to Seller any complaints or incidents reported to Buyer, or of which Buyer is or should reasonably be aware, relating to the sales, service quality and performance of Seller products or involving environmental, health, safety or regulatory aspects of the Seller products.

11. DELIVERY

Seller has no obligation to Buyer for goods damaged in transit once the risk of loss passes to Buyer. Without prejudice to the liability of Buyer to pay for goods delivered, such goods shall remain the property of Seller as legal and equitable owner pending cleared payment in full of all moneys due to Seller for such goods or in respect of any other debt owed by Buyer to Seller. Until payment in full, Seller shall be entitled to re-take possession of the goods. To allow Seller to do that, Buyer grants Seller an irrevocable right to enter at any time, any premises or place where the goods are held or thought to be held and to remove the goods. Seller may then resell the goods and retain the proceeds of such sale. Any shortfall shall be a debt owed by Buyer to Seller. Buyer shall execute any instrument reasonably required for Seller's protection of the security interest in the unpaid goods.

12. FORCE MAJURE/EXCUSABLE DELAY

Seller shall not be liable for failure to perform if performance is prevented, restricted or interfered with by reason of fire or earthquake or other casualty or accident; inability to

procure materials power or supplies; war or other violence; any law order other proclamation, regulation, ordinance, demand or requirement of any government agency, court or intergovernmental body, environment, health safety of regulatory reason as reasonably determined by Seller or any act or condition whatsoever beyond the reasonable control of Seller. Seller, when so when affected and upon giving notice to buyer, shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that Seller shall use its reasonable efforts to avoid or remove such cause of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed in the event of back order or other limited supply.

13. CLAIMS AND RETURNED GOODS

No Seller product can be returned without a written claim being made and the prior written authorization of Seller. Such authorization of Seller does not constitute an admission by Seller that the merchandise is defective non-conforming or incorrect. Only Seller product still in the original packaging, within its stated shelf life (if any), and in saleable condition will be considered for return by Seller. No claim will be accepted where Buyer has modified the Seller product without the written consent of Seller, or where Seller product has not been stored as per the prescribed storage conditions for the product, or the complaint is not advised in writing by Buyer within 30 days from the receipt of the Seller product or within the warranty period of the Seller product in case of quality defect. In case of DAP (Delivery at Place), Buyer to inform Seller of shortage & damages within fifteen (15) days of receipt of the Seller products. In all cases, Seller may in its absolute discretion choose to decline any return claim for any reason whatsoever, even if all of the above conditions are met. Seller's only obligation once the return is authorized is, at Seller's option, to issue credit for the purchase price of the Seller product, if the customer's claim found valid.

14. PAYMENT FACILITY

The payment terms are those indicated in the quotation and order is accepted on the understanding of Buyer's acceptance of these General Terms and Conditions of Sale and the payment terms.

Payment by a letter of credit would be irrevocable and in favor of Seller. The validity of a letter of credit should take account of lead time indicated on the quotation and be valid at least thirty (30) days after the date. For sight / cash against documents and / or time draft, Buyer should advise the name and address of its bank. The acceptance and confirmation of a quotation by Buyer implies his commitment to honor the documents upon presentation or upon maturity of the draft. Where other payment conditions are negotiated, payment will be in accordance with the written agreement of the Parties.

15. NON PAYMENT

For any delay in payment it is understood that Seller may at its discretion apply a service charge of 1% (one percent) per month from the date of maturity.

16. TERMINATION FOR DEFAULT

Seller may terminate an order whole or in part, if Buyer is in breach of a material obligation and does not cure the breach to the reasonable satisfaction of Seller within ten (10) days of Seller's written notice of intent to terminate the order for Buyer's default. Seller may terminate or modify these Terms and Conditions of Sale applicable to an order immediately and without prior written notice to Buyer upon insolvency of Buyer filing of voluntary or involuntary petition of bankruptcy by or against Buyer, of making an assignment for the benefit of creditors by Buyer.

17. WAIVER

Any failure or delay by either party in exercising any right or remedy provided by or relating to a quotation or related order or these General Terms and Conditions of Sale in one or more instances does not constitute a waiver and shall not prohibit a party from exercising such right or remedy at a later time or from exercising any other right or remedy available.

18. SEVERABILITY

If any provision of these General Terms and Conditions of Sale shall, for any reason be held invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of these General Terms and Conditions of Sale, which shall be enforced in accordance with the intent and provisions of these General Terms and Conditions of Sale.

19. ASSIGNMENT

Buyer may not assign, transfer or delegate any of its rights, duties, interests or obligations under a quotation or a related order without the prior written consent of Seller. Seller expressly reserves the right to terminate the quotation on: (a) the sale of all or substantially all the assets of Buyer; or (b) the sale or transfer of the entire business or substantially all the stock of Buyer. Any such assignment, transfer or delegation without Seller's prior written consent shall be void and a cause for termination of the quotation and all or part of a related order.

20. DISPUTE RESOLUTION AND TIME FOR COMMENCING ACTION

Any questions, claims or disputes arising from or relating to a quotation or related order, including their negotiation or the termination of any subsequent contract must be made by the Buyer to Seller within a maximum of three (3) months as of the date of delivery.

The validity, construction, interpretation, performance, termination or any other dispute or litigation that may arise out of or in connection with this order shall be construed and governed by the laws of South Africa. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under this Order. Any unresolvable dispute between the Parties shall be referred to and resolved by arbitration under the Arbitration Rules of the Arbitration Foundation of Southern Africa, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be South Africa. The language to be used in the arbitration shall be English. Nothing in this paragraph shall

preclude either party from taking any other action in law or equity in any jurisdiction to prevent immediate and irreparable harm to it. Notwithstanding anything to the contrary, Seller shall be entitled to bring action against the Buyer before any competent court or authority and in any jurisdiction to collect payment of any invoices overdue.

1 March 2024