



# GENERAL TERMS OF BUSINESS

## 1. Scope

These General Terms of Business ("**Terms**") shall apply to all contracts for the supply of goods and services by Sentec Medical Limited ("**Sentec**") to its customers ("**Customer**"), including (but not limited to) distribution agreements and original equipment manufacturers agreements ("**Contract**"), to the automatic exclusion of any other previously agreed terms, or any terms that the Customer may seek to impose or incorporate (even if Sentec does not explicitly reject such terms). This applies irrespective of whether the Contract is concluded orally, in writing or electronically. For the avoidance of doubt, unless otherwise expressly agreed between the parties, these Terms shall apply to all future agreements between the parties. When placing an order (as defined in clause 2 below), the Customer automatically agrees to the provisions set out in these Terms and that these Terms shall govern the order, and Sentec accepts each order exclusively on these Terms. In case of any conflict between these Terms and any specifically agreed details in the Contract, the Contract provisions shall prevail.

## 2. Quotations/ Order confirmation/ Product Changes

The Customer may place an order with Sentec in writing, via Sentec's homepage or by telephone ("**Order**"). The Order constitutes an offer by the Customer to purchase the products ("**Products**") and/or the services ("**Services**") set out therein, in accordance with these Terms. The Customer is responsible for ensuring the terms of the Order are accurate and complete. On receipt of an Order, Sentec will confirm acceptance of the Order in writing ("**Order Confirmation**"). An Order shall only ever be deemed to be accepted when Sentec issues the Order Confirmation. To the extent there is any discrepancy between the Order and the Order Confirmation, the Order Confirmation shall take precedence. The Contract between the parties shall be formed on the date of issuance of the Order Confirmation by Sentec. A quotation for the Products or Services given by Sentec shall not constitute an offer nor impose any obligation or liability on Sentec. Unless otherwise specified in writing, a quotation shall only be valid for a period of 60 days from its date of issue (save that Sentec reserves the right to withdraw a quotation at any time). Any samples, drawings, advertising, service specifications or any other descriptive matter produced by Sentec are produced for the sole purpose of giving an approximate description of the Products or Services and shall not form part of the Contract nor have any contractual force. Sentec reserves the right at all times to amend the Products (including any third party products) or Services if necessary to comply with any applicable law or regulation, or provided that such amendment does not have a material effect on the function or performance of the Products, or the nature and quality of the Services (as applicable).

## 3. Delivery of Products

Sentec shall use reasonable endeavours to deliver the Products on the date specified in the Order and the Incoterms specified in the Order shall apply. Any delivery dates specified in the Order (or otherwise provided) are estimates only and the time of delivery of the Products is not of the essence. The Customer shall make the necessary arrangements to receive the Products at the delivery address stated in the Order, on the delivery date, but in any event, delivery is deemed to be completed upon Sentec unloading the Products at the delivery location. Any delay in delivery of the Products does not entitle the Customer to cancel the Contract, refuse acceptance of the Products or claim damages. Sentec may deliver an Order by instalments, which shall be invoiced and paid for separately according to the quantity of the Products delivered in each instalment. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 4. Provision of Services

Sentec shall supply the Services to the Customer, as set out in the Order or Contract, in all material respects. Sentec shall use reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Sentec warrants to the Customer that the Services will be provided using reasonable care and skill. The Customer shall co-operate with Sentec in all matters relating to the Services including, without limitation, provide Sentec, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and any other facilities as reasonably required by Sentec in order to provide the Services. Sentec shall have no liability to the Customer for any delay or failure to perform the Services to the extent that such delay or failure is a direct or indirect result of any act or omission by the Customer or failure by the Customer to perform any of its obligations under the Contract.

## 5. Prices and Payment Terms

The price to be paid by the Customer for the Products and/or Services shall be the price set out in the Order or Contract and is exclusive of (as applicable) the cost of delivery, forwarding, insurance, installation, customs duties and any applicable tax (including, without limitation, any value added tax, sales tax, or similar tax), which will be paid by the Customer upon receipt of an invoice from Sentec. Unless otherwise stated in the Order or Contract, the Customer shall pay for the Products and/or Services in full in advance of delivery or

performance. Unless otherwise stated in the Order or Contract, the Customer shall pay each invoice it received from Sentec within 45 days of the date of the invoice ("**Due Date**") and time for payment shall be of the essence of the Contract. All amounts due under the Contract shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding. Sentec reserves the right to adjust the price of the Products and/or Service at any time without notice effective for future transactions. Sentec cooperates with an international commercial credit and collection institution. At its sole discretion, Sentec can grant credit to the Customer within the limits offered by this institution only. While the amounts receivable from the Customer do not supersede the granted limit, invoices are to be settled without further deductions according to the payment terms set out in these Terms, unless otherwise stated in the Order or Contract. The Customer bears all expenses related to his remittances.

## 6. Failure to Comply with Payment Terms

If the Customer fails to pay any invoice by its Due Date and the Products and/or Services relating to that invoice have been delivered or performed by Sentec, then Sentec is entitled (at its discretion) to:

- a) hand over all information relating to that invoice and the relevant Order to a commercial credit and collection institution;
- b) declare that all sums owed to Sentec by the Customer are due for payment with immediate effect;
- c) demand securities for all outstanding sums; and
- d) execute outstanding deliveries only after full payment for such delivery has been made in advance.

Sentec may charge interest on all overdue sums from the Due Date until payment of the overdue sum has been made at a daily rate equal to two percent (2%) per month (or the highest rate permissible under applicable law). Sentec's costs and expenses, including reasonable legal fees, incurred in collection of any amounts not paid by the Due Date, whether or not legal proceedings are commenced, will be added to the amount due. On expiry of a reasonable period given to Customer in writing, if securities have not been furnished or if payments have not been made, Sentec can terminate the Contract with immediate effect and/or claim damages for all losses it experiences as a result, even if the Products or part thereof have already been delivered.

## 7. Retention of Title

The risk in the Products shall pass to the Customer on completion of delivery. Title to the Products shall not pass to the Customer until the full purchase price has been paid. Until title to the Products has passed to the Customer, the Customer shall:

- a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Sentec's property;
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- c) maintain the Products in good condition and keep them insured against all risks for their full price from the date of delivery; and
- d) give Sentec such information as it may reasonably require from time to time relating to the Products and the ongoing financial position of the Customer.

If the Customer is a commercial enterprise, then it may resell or use the Products in the ordinary course of its business (but not otherwise) before Sentec receives payment for the Products. However, if the Customer resells the Goods before that time:

- a) it does so as principal and not as Sentec's agents; and
- b) title to the Products shall pass from Sentec to the Customer immediately before the time at which resale by the Customer occurs.

At any time before title to the Products passes to the Customer, Sentec may:

- a) by notice in writing, terminate the Customer's rights under this clause to resell the Products or use them in the ordinary course of its business; and
- b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

## 8. Product Warranty

Subject to the conditions and terms set forth herein, Sentec warrants to the Customer that any Products manufactured by Sentec shall, on delivery for the Product-specific warranty period set out in the Order or Contract:

- a) be free from defects in workmanship and materials; and
- b) comply with industry standard ISO13485.

In addition, the Product-specific warranties set out in the Contract shall also apply. Other than as expressly set out above, all implied warranties are excluded to the fullest extent permissible by law. For the avoidance of doubt, all warranties set out in this clause and any warranties set out in the Contract shall only apply to the Products manufactured by Sentec, not to any Products supplied by a third party. If a Product supplied to the Customer by Sentec consists of parts manufactured by Sentec and parts manufactured by a third party, the warranties



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shall only apply to those parts being manufactured by Sentec. Sentec shall use reasonable endeavours to transfer the benefit of any warranty it receives from a supplier in respect of third party Products to the Customer. The Customer must inspect the Products on delivery and report any defects to Sentec in writing within five (5) working days of delivery, otherwise the Products will be deemed to be accepted by the Customer, fully functioning and without fault. If a Product is found to be defective, Sentec shall, at its own option, repair or replace those defective Products within a reasonable timeframe. If repair or replacement fail to provide remedy, Sentec shall refund the price of the defective Products in full. Service and repair work carried out on any Product under these warranty conditions must be carried out by Sentec or a third party appointed by Sentec. Any timescales given by Sentec or their appointed third party for the completion of service or repair work are estimates only and time is not of the essence. The scope of servicing or repair work to be carried out by Sentec may include installation, integration, marking, disposal, training and consultation. Unless otherwise agreed in writing by the parties, the following shall be explicitly excluded from Sentec's obligations under this clause in relation to servicing and repair:

- a) any work in relation to a matter where the warranties and/or Sentec's liability is excluded under the provisions of these Terms;
- b) configuration work;
- c) Product location changes;
- d) preventative maintenance;
- e) replacement of consumables;
- f) temporary allocation of replacement sensors;
- g) electronic boards and data storage devices;
- h) any work that is not essential to bring the Product into conformity with the warranties;
- i) work on the Customer's electrical environment;
- j) backup of software and/or data;
- k) removal of Customer's modifications to a Sentec Product or its components.

Title to all parts replaced or Products exchanged under warranty shall vest in Sentec. The warranty period for Products replaced under warranty conditions runs at most until the expiry date of the original (first) warranty; for clarification purposes, in case of a replacement under warranty, the running warranty period continues and does not start anew. Sentec shall not be liable for the Products' failure to comply with the warranties set out in this clause or in the Contract if:

- a) procedures recommended by Sentec are not carried out when implementing or using the Products (e.g. regarding installation, utilization, regular preventive maintenance, regular service, or repair);
- b) the Products are not used in line with their intended use;
- c) the Products have been subject to misuse, neglect or accident;
- d) the Products have been damaged by extraneous causes;
- e) accessories (if applicable) other than those recommended by Sentec are used;
- f) the warranty seal of Products, whose cover can be opened, is broken;
- g) software updates or upgrades are performed by anyone other than those authorised under these Terms;
- h) service or repair is not carried out by qualified technicians or – in case of repair work that must be made by qualified technicians being trained, certified, and authorized to perform such repair work by hereto authorized persons;
- i) the Products and their related performances were designed according to the Customer's specifications.

### 9. Brexit Change in Law

A "Brexit Change in Law" shall mean, following the United Kingdom's exit from the European Union, any of the following occurs:

- a) the UK Government imposes specific costs which adversely affect the supply of the Goods or Services;
- b) there is a divergence between the rules applicable in the UK and the EU which adversely affects the supply of the Goods or Services;
- c) Sentec suffers passporting issues within its labour force and/or supply chain issues;
- d) any changes to tariffs or other specific costs imposed on goods and services on account of Brexit which adversely affect the supply of the goods or services; and/or
- e) any other matter which Sentec considers (acting reasonably) shall be a "Brexit Change in Law".

Sentec shall be entitled to adjust the price of the goods and/or services to take account of any increase in cost incurred by Sentec resulting from a Brexit Change in Law. If Sentec suffers (or will suffer) and/or incurs (or will incur) additional cost in supplying the goods and/or services in accordance with the Order as a result of any Brexit Change in Law, it shall be entitled to an extension to any agreed delivery dates and/or to recover from the Customer an additional costs it reasonably and properly incurs.

### 10. Liability

Subject to the provisions set out in this clause 9, Sentec's total liability under the

Contract shall not exceed the amounts actually received by Sentec from Customer for the unit of Product or service furnished, or to be furnished, as the case may be, which is the subject of claim or dispute and the following types of loss are wholly excluded:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) loss of or damage to goodwill; and
- g) indirect or consequential loss.

The restrictions on liability in this clause apply to every liability arising under or in connection with the Contract including in contract, tort (including negligence), misrepresentation, restitution or otherwise. Sentec shall have no liability to the Customer for any losses arising under the Contract to the extent that such losses occurred due to an act or omission of the Customer (including the Customer's failure to follow Sentec's reasonable instructions in regard to the Products). Nothing in this clause intends to exclude or limit liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot legally be excluded or limited.

This clause shall survive termination of the Contract.

### 11. Intellectual Property Rights

All intellectual property rights in the Products (IPRs) and/or Services remain vested at all times in Sentec and nothing in the Contract shall transfer any of the IPRs to the Customer. If a third party claims an infringement of their intellectual property rights by, or in relation to, the Products or Services, the Customer must inform Sentec immediately in writing. Sentec shall have the right, at its own expense, to carry on all negotiations concerning a settlement of any dispute and/or legal proceedings resulting from third party claims and the Customer shall reasonably support Sentec if requested. This clause shall survive termination of the Contract.

### 12. Termination

The term of the Contract shall be as set out in the Contract. Without limiting its other rights or remedies, Sentec may terminate the Contract by giving 30 days' notice to the Customer. Sentec may also terminate the Contract with immediate effect by giving written notice to the Customer if:

- a) The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the breach occurring;
- b) a majority of the Customer's capital being acquired by a third party, or in the event of the Customer being taken over by or merging with a third party;
- c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

The Customer must notify Sentec immediately on becoming aware that any of the above events are occurring or are likely to occur. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect. On termination of the Contract, the Customer shall:

- a) immediately pay to Sentec any outstanding invoices and interest and in respect of Products and Services supplied but not yet invoiced, Sentec shall submit an invoice which shall be payable by the Customer immediately on receipt; and
- b) return any materials, products, equipment, data and any other property it has in its possession that belongs to Sentec immediately.

### 13. Software

Software licenses shall be as set out in the Contract (where applicable).

### 14. Confidentiality

The Customer undertakes that it shall not at any time (including upon termination of the Contract) disclose to any person any confidential information concerning the business (including without limitation all trade and manufacturing secrets), affairs, customers, clients or suppliers of Sentec except:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes the Customer carrying out its obligations under the Contract (subject to the Customer ensuring that any such persons comply with this clause 14); or
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The Customer shall not use Sentec's confidential information for any other purpose than to exercise its rights and perform its obligations under the Contract. This clause shall survive termination of the Contract.

### 15. Obligation to provide Information

The Customer shall provide Sentec with all information necessary for it to discharge its contractual obligations, guarantee Sentec access to the Products at all times and provide all necessary cooperation reasonable requested by Sentec.

### 16. Data Protection

Both parties will comply with all applicable data protection legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended ("**Data Protection Legislation**"). Whenever customer data is processed under the Contract ("**Customer Data**"), the parties acknowledge that the Customer is the data controller and Sentec is the data processor (both as defined in the Data Protection Legislation). The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data to Sentec for the duration and purposes of the Contract. Sentec shall:

- a) process the Customer Data only on the instructions of the Customer, unless Sentec is required by law to otherwise process the Customer Data, in which case it shall notify the Customer before doing so (unless prohibited by law);
- b) ensure it has in place appropriate technical and organisational measures to protect the Customer data against unauthorised or unlawful processing, or accidental loss or destruction of, or damage to, the Customer Data;
- c) ensure that all personnel who have access to and/or process the Customer Data are obliged to keep it confidential;
- d) not transfer the Customer Data outside of the UK other than with the prior written consent of the Customer and/or as set out in the Contract;
- e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation;
- f) notify the Customer without undue delay on becoming aware of a personal data breach;
- g) at the written direction of the Customer, delete or return Customer Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Customer consents to Sentec appointing any company controlled by Sentec, under common control with Sentec or which controls Sentec as a third-party processor of the Customer Data under the Contract. Sentec confirms that it will enter into written agreements with all third party processors on terms which are substantially similar to those set out in this clause. Sentec shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

### 17. General

#### a) Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from an event, circumstance or cause beyond a party's reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for more than 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

#### b) Interpretation

A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its successors and permitted assigns. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision. Any words following the terms including, include, in particular, for example or any

similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes fax and email.

- c) **Assignment and other dealings;** Sentec may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract. The Customer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under a Contract without the prior written consent of Sentec.
- d) **Entire Agreement;** the Contract (incorporating these Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- e) **Variation;** no variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). If Sentec makes any changes to these Terms, it shall notify the Customer in writing and the Customer shall have 20 days from the date of such notification to object to the changes (acting reasonably). If the Customer does not serve Sentec with a written notice of object within that 20 day period, the changes shall be deemed to be accepted. Sentec and the Customer shall negotiate in good faith to resolve any objections raised.
- f) **Severance;** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- g) **Third party rights;** unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 18. Applicable Law and Jurisdiction

The laws of England and Wales exclusively govern the Contract. Exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between the parties shall be with the English Courts.

**Sentec Medical Limited** incorporated and registered in England and Wales (registered number 12131261) with its registered office at **71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ**

22 April 2022