

SUTUREX & RENODEX - TERMS & CONDITIONS OF SALE

1. **Buyer's Acceptance of Above Conditions** - The following terms and conditions (the "Agreement") including those on the front side of this document shall constitute the entire agreement for the purchase and sale of the product(s) ("Goods") that Suturex & Renodex ("Seller") proposes to sell to you ("Buyer"). No waiver, alteration or modification of these terms and conditions shall be valid unless in writing and signed by an authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms containing other or different terms or conditions whether or not signed by any other representative of Seller. Any terms and conditions contained in Buyer's purchase order or request for quotation which are different from, in addition to, or at variance with the terms and conditions contained herein shall not be binding on Seller, and Seller hereby objects thereto. If Seller accepts an order from Buyer in accordance with Section 4, such acceptance shall be expressly conditioned upon Buyer's assent to the terms printed on the front side of this quotation and printed herein which are different from, in addition to, or at variance with the terms contained in Buyer's purchase order or request for quotation. BUYER'S RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE AN ACCEPTANCE BY THE BUYER OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN EXCEPT FOR ANY TERM AND CONDITION TO WHICH BUYER SHALL OBJECT IN WRITING WITHIN TEN (10) DAYS FROM THE RECEIPT HEREOF.
2. **Effect of Terms** - This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. It is the intent of the parties to nullify the effect of any prior dealings in the construction and interpretation of this Agreement, and no course of such prior dealings shall be read into this Agreement for any purpose whatsoever.
3. **Confidentiality** - Catalogues, brochures, and all kinds of commercial leaflets sent or directly given by the Seller belong to the Seller and shall not be used for other purposes than the strict in-house use of the Buyer, which excludes any external disclosure.
4. **Seller's Acceptance of Orders** - As long as these terms and conditions are attached to a price quotation, Seller reserves the right to reject any eventual order from Buyer in its sole and absolute discretion. No order shall be deemed accepted unless and until Seller either gives written notice of acceptance or ships the ordered Goods. Prior to acceptance, Seller shall have no liability if it is unable to supply the Goods for any reason.
5. **Prices and Minimum Quantity** - Unless otherwise specified, the prices stated herein or heretofore quoted are per 1000 pieces, free of tax, EXW SARLAT LA CANEDA, France.
6. **Warranty** - Seller warrants that the Goods meet Seller's standard specifications or product standards, as the case may be, for the product or such other specifications as have been expressly agreed upon with Buyer in writing. Seller warrants further that the Goods are adequately contained, packaged and labelled and conform to statements made on the container or label. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WARRANTY MERCHANTABILITY EXCEPT AS SET FORTH ABOVE AND WARRANTS OF FITNESS FOR A PARTICULAR PURPOSE. Seller's salesman may have made oral statements about the merchandise described in this Agreement. Such statements do not constitute warranties, shall not be relied upon by Buyer and are not part of this Agreement or any agreement among Seller and Buyer.
7. **Buyer's Remedies and Limitations** - Buyer's receipt of any Goods shall constitute an unqualified acceptance and waiver of any and all claims with respect to such Goods unless Buyer notifies Seller within 30 days of such receipt that the Goods do not conform to the warranty outlined in paragraph 6 above. Given the proper notice referred to above Seller's liability under said warranties shall be limited to the replacement, repair or reimbursement of the Goods at Seller's option. Seller shall pay transportation costs of Goods to and from Seller's plant only if Seller directs Buyer to return same in writing. Buyer assumes all risk and liability for the results obtained by the use of the Goods delivered hereunder in manufacturing processes of Buyer or in combination with other substances. No claim of any kind whether as to Goods delivered or for non-delivery of Goods shall be greater in amount than the purchase price of the Goods in respect of which such claim is made and in no case shall Seller be liable for special, incidental, or consequential damages whether or not caused by the negligence of Seller.
8. **Period of Limitation** - Buyer agrees that any action for breach hereunder shall be commenced within one year from the date of delivery of the Goods
9. **Quantities** - Unless otherwise specified by the Seller, the minimum ordering quantity for Needles Products shall be 1000 units. In the case of orders for Needles Products to be manufactured, Seller may deliver according to below tolerances :

Quantity ordered	Maximum variation
1 000 to 2 999	-10% / +30 %
3 000 to 4 999	-10% / +15 %
5 000 and over	-10% / +10%
10. **Contingencies** - Stated shipping dates, dates of delivery and dates for performing labour, if any, are approximate, and are not a guarantee of any particular date of shipment, delivery or labour to be performed. Seller shall not be liable for its failure to perform hereunder due to causes or contingencies beyond its control including but not limited to strikes, fires, floods, accidents, acts of God, acts of law or public authorities, delay in transportation, lack of raw materials, or otherwise, and Seller may at its option cancel or reduce deliveries accordingly, or allocate supply in such a manner as it deems equitable.
11. **Changes** - Prior to the date of delivery of the Goods, Buyer shall have the right to make changes in its order provided that Seller receives written notice of the desired changes and agrees to the changes and provided further that Buyer accepts any additional charge therefore as determined by Seller. Changes which interfere with or alter Seller's production schedules, as determined by Seller, will not be acceptable unless the time for performance is extended for such period as is deemed necessary by Seller. Failure of Seller to accept Buyer's request to change its purchase order (or similar ordering document) shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller.
12. **Cancellation** - Seller shall have the absolute right to cancel this Agreement upon breach thereof by Buyer, upon Buyer's failure to make any payment required by this Agreement, or upon the insolvency or bankruptcy of Buyer. Any purchase order or similar document (or any part thereof) which is accepted by Seller may not be cancelled by Buyer unless and until Seller receives written notice of the cancellation, has determined any additional charge to be made and such charge has been accepted and paid by Buyer.
13. **Payment Conditions** - Invoices shall be paid by bank transfer at 30 days end of the month, unless otherwise specified and agreed. Any delay in payment will be followed by the issue of an invoice for delay interests (1.5% per month). The interests calculation will be done based on the VAT included prices. Moreover, a fixed allowance of EUR 40 to cover costs will be payable by the Buyer in case of delay in payment, as of right and without notice. The Seller reserves the right to require the Buyer additional compensation if collection costs actually incurred exceeded the amount, on presentation of receipts. No discount will be performed by the Seller for cash, or within less than indicated in this Agreement.
14. **Shipment** - All shipments shall be EXW Sarlat, unless otherwise stated on Seller's acknowledgement of the purchase order or request for quotations. All deliveries hereunder are subject to the condition that all indebtedness of Buyer to Seller due before the date of shipment shall first be paid. Risks of damage or loss shall be transferred onto the customer upon loading of the products, unless otherwise specified and agreed, and the signed delivery slip shall attest this.
15. **Loss in Transit** - Seller shall have no liability whatsoever for damage, loss or deterioration of the Goods after delivery of the Goods to a common carrier regardless of whether Seller charges Buyer for freight. Buyer acknowledges that all claims for losses caused by the carrier, including those for inconvenience, delay or expense shall only be made against the carrier. In no event shall Buyer deduct any amount for damage in transit from the amount due hereunder.
16. **Property Reserves** - THE SELLER REMAINS SOLE OWNER OF THE SOLD PRODUCTS UNTIL THE FULL PAYMENT OF THE INVOICE ISSUED (INCLUDING POTENTIAL INTERESTS, AS BY FRENCH LAW #80-335 DATED MAY 12TH, 1980); « PAYMENT » IMPLIES FULL CASHING OF THE GLOBAL PRICE TO BE PAID. In this matter, the receipt of drafts or any such cheques shall not be considered as full payment before cashing. Should the Buyer, for whatever reason, fail to abide by any of his obligations regarding the full payment of the invoice due within the stipulated time limit, the Seller will have all rights to demand without further ado the immediate return of the sold products, and to keep any payment already received as damages. The Buyer will bear all expense due to such return.
17. **Jurisdiction & Applicable Law** - THE VALIDITY INTERPRETATION AND PERFORMANCE OF THE SALE SHALL BE GOVERNED BY THE LAWS OF FRANCE. SHOULD A DISPUTE ARISE, THE BERGERAC (DORDOGNE-FRANCE) COURT OF COMMERCE SHALL BE SOLE COMPETENT.
18. **Reformation** - Any provision of this Agreement prohibited by law, invalidated by the enactment of any statute, ordinance or regulation, or declared unlawful by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition and shall not in any manner invalidate or effect the remaining provisions of this Agreement, such provisions being deemed severable.