

Titre: Purchasing Terms & Conditions

Dept: Purchasing

ECO: 1812026

INTRODUCTION

- (A) The Supplier produces and sells "Products" and provides "Services" and intends to sell such Products [and / or Services] to Mediliant SA;
- (B) Mediliant SA produces medical devices (eg traumatic implants ...) and intends to purchase from the Supplier the Products [and / or Services] for use in such devices;;
- (C) With these Purchasing Terms & Conditions, Mediliant SA and the Supplier intend to set the terms and conditions of purchase applicable to the supply of the Products [and / or Services] by the Supplier to Mediliant SA..

1. Purpose of the purchasing terms and conditions

Under the Terms and Conditions of Purchase the Supplier undertakes to provide to Mediliant SA the Products [and / or Services] that comply with the requirements agreed in the Purchase Orders.

2. Authorized buyers

Mediliant SA is authorized to place Purchase Orders (as defined under the number 3) in accordance with these General Conditions of Purchase. No other entity is authorized to place a Purchase Order under these Terms of Purchase.

3. Purchase Order

- 3.1 All Products [and / or Services] must be ordered by Mediliant SA using the "Purchase Order" order form in which it must expressly be sent to the terms and conditions of these Terms and Conditions. Any modification of or addition to a Purchase Order and any oral agreement will only be valid if confirmed in writing by the relevant purchasing department of the customer. For the purposes of these Terms of Purchase, an email will be sufficient to satisfy the requirement of the written form.
- 3.2 Any Purchase Order placed under these Terms and Conditions of Purchase shall state the quantity of Products [and / or Services], the specifications and quality criteria required, the customer's item number.
- 3.3 In the event of any discrepancy between the terms of a Purchase Order and these General Terms and Conditions of Purchase, the terms and conditions of these Purchase Terms and Conditions shall be binding unless the Purchase Order specifically mentions that the parties intend to modify the terms and that this purchase order is signed by both parties.

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4. Purchase order confirmation

4.1 Mediliant SA will consider that the Purchase Order is confirmed and accepted on its terms if it has not received from the Supplier the confirmation of the Purchase Order within 5 working days of receipt of the Purchase Order by supplier. If the Supplier can not deliver in accordance with the Purchase Order (quantity, price, delivery time) the Supplier shall immediately return the duplicate Purchase Order, or send an email, indicating the proposed changes. These changes will be considered accepted if Mediliant SA has not contacted the Supplier within 5 working days. In any case, Mediliant SA reserves the right to withdraw its Purchase Order if it does not receive confirmation of the Purchase Order in accordance with these General Conditions of Purchase within 5 working days from the date of receipt of the Purchase Order by the Supplier.

4.2 In case of discrepancies between a Purchase Order and its confirmation, discrepancies will be clearly and concretely indicated on the copy of the Purchase Order. Mediliant SA will be bound by the discrepancy only if the competent purchasing department has agreed in writing. In the event of contradictions, the Parties will immediately seek an agreement on the diverging points. No agreement can be deduced from the fact of the acceptance of a Product [and / or Services] or the fact of a payment by Mediliant SA.

5. Price and payment terms

5.1 The prices of the Products [and / or Services] to be provided are defined by an offer from the Supplier. These prices are exclusive of VAT. Any price changes will only be applicable on the written consent of the Parties.

5.2 Unless otherwise agreed by the Parties, payments shall be due within 45 days net from the receipt of the invoice. All invoices must contain the details of the Purchase Order. Invoices must be sent to us by e-mail at finance@mediliant.com. If the Supplier is required to provide certificates, hardware tests, inspection reports, quality reports and other documents, the delivery will be said to have taken place only upon receipt of these documents by the customer.

6. Lead time and penalties

6.1 All Products [and / or Services] ordered in a Purchase Order, including the agreed documentation, in particular quality control documents, such as test certificates and other certificates, shall be delivered by the Supplier no later than the date and place of delivery agreed by the Parties.

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6.2 In case of delay by the Supplier, Mediliant SA reserves the right to claim a penalty, regardless of any proof of damage due to late delivery. If Mediliant SA is claiming a late penalty, the minimum amount will be 2% for any week of delay started. The right of Mediliant SA to claim damages for damages exceeding the amount of the penalty remains reserved.

7. Transport, delivery, transfer of risks

7.1 Subject to other written agreement of the Parties, all deliveries will be executed "Ex Works" (EXW) / FCA in accordance with Incoterms 2010 from the place of loading specified in the Purchase Order. The passage of the risks will take place in accordance with the Inco-terms 2010. Mediliant SA reserves the right to adapt the terms and conditions relating to the transport according to its current needs.

7.2 Duplicates of the delivery forms will be included in any delivery as well as a list of parcels indicating in a precise manner the contents of the delivery, in particular the number of the Purchase Order and the articles, the quantity of Products [and / or Services] delivered, the quality documents and the information required according to figure 6.2. In addition, if necessary, the list will contain any indication relating to the export authorizations of the European and American regulations.

7.3 **The price of the Products [and / or Services] means transport costs excluded. The Supplier will be liable for any damage resulting from improper packaging. The packaging must guarantee the integrity of the Product. For packaging components of sterile products (opened in clean room), a "double bag" packaging is required.**

7.4 The Supplier shall strictly observe the terms agreed upon by the Parties regarding the type of transport, the carrier and the delivery regulations. The Supplier shall bear all cost overruns resulting from the need to use an expedited means of transport for timely delivery. The Contractor will be liable for any damages and will bear all costs resulting from the non-observance of the rules applicable to the type of transport, the carrier and the delivery regulations.

8. Discontinuation of Products [and / or Services]

The Supplier shall inform Mediliant SA at least 6 months in advance of its intention to stop the production of all or some of the Products [and / or Services] covered by these Terms and Conditions.

9. Customer's property

9.1 All tools, equipment, models, drawings, profiles, standard documents, printed specimen etc. provided to the Supplier by Mediliant SA remain the exclusive property of Mediliant SA. In addition, none of these materials will be transmitted by the Supplier to a third party without the prior written consent of Mediliant SA.

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9.2 Nothing in these General Conditions of Purchase shall be construed as assigning or transferring to the Supplier trademarks, copyrights, know-how and other intellectual property rights of Mediliant SA ("Proprietary Rights") whether or not they are registered.

9.3 The Supplier acknowledges that Mediliant SA is, and will remain, the exclusive owner of the information and technical documents, trademarks and other proprietary rights. The parties agree that all rights in the trademarks, technical information and documents as well as the ownership rights arising from their use in accordance with these general conditions of purchase will only be available to Mediliant SA.

9.4 The Parties shall decide by mutual agreement and on a case-by-case basis to which Parties the Property Rights relating to the information and technical documents and those resulting from the manufacture of the Products by the Supplier shall be allocated.

10. Warranty for default

10.1 By accepting the Purchase Order, the Supplier represents and warrants that the Products [and / or Services] provided pursuant to this Purchase Order are in compliance with all applicable legal provisions and regulations of Swiss law. The Supplier will provide the customer's compliance documents at his own expense. The Supplier authorizes Mediliant SA to check at all times the documentation relating to the Products [and / or Services], in particular that relating to safety, quality control, test results, manufacturing etc. Products [and / or Services] delivered to Mediliant SA.

10.2 In addition, the Supplier represents and warrants that the Products [and / or Services] delivered comply with all the appropriate techniques in this respect, in particular with regard to their design, manufacture and the tests used, which they are fully compliant with the specifications specified by Mediliant SA in the Purchase Order or otherwise and are suitable for the purposes and uses of Mediliant SA in the normal course of business. The Supplier further represents and warrants that the delivered Products [and / or Services] do not violate the rights of third parties.

10.3 Mediliant SA will notify the Supplier of any defect in a Product or Service within 30 days from the discovery of the defect. Subject to this notice of default, the Supplier waives any objection to notice of late default.

10.4 Subject to further agreement between the Parties, the warranty period begins with the delivery of the Products [and / or Services] and ends no later than 12 months after delivery by the Supplier. In each case of repair or replacement under the warranty, the warranty period begins to run again.

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11. Contract termination

11.1 In case of violation of a provision of these Terms of Purchase by the Supplier (eg in case of late delivery, breach of warranty for default or violation of any other provision of these Terms of Purchase) Mediliant SA may, at its option, request a price reduction or repair or replacement of the Products [and / or Services] delivered. In all cases Mediliant SA reserves the right to re-claim damages, including for indirect damages resulting from the violation of these Terms and Conditions by the Supplier, such as transportation costs, installation costs etc. If the Supplier fails to remedy the defect within a reasonable time, Mediliant SA reserves the right to have the defect remedied by a third party at the expense of the Supplier.

11.2 The Supplier is responsible for the Products and Services of its subcontractors and will be liable in the event that such Products and Services do not comply with these Terms and Conditions.

12. Product liability

12.1 The Supplier undertakes to conclude at its expense sufficient product liability insurance (and to deliver a written certificate of insurance to Mediliant SA if the latter so requests) to cover any claim relating to any resulting damage, loss and costs both because of the Products [and / or Services] delivered by the Supplier pursuant to a Purchase Order under these Terms and Conditions of Purchase.

12.2 The Supplier undertakes to immediately inform Mediliant SA in writing of any problem resulting from its Products [and / or Services] about which a third party could raise claims of liability and to release the Supplier from any damage that may result from a such a claim. The Supplier undertakes to keep all documents that may be necessary for the rejection of high claims by third parties and undertakes to immediately forward these documents to Mediliant SA for its defense in such a case.

13. Miscellaneous

13.1 Completeness of these Terms of Purchase

These General Terms and Conditions of Purchase govern all contractual relationships between the Parties and supersede all agreements and contracts, oral or otherwise, entered into to date between the Parties in the context of contractual negotiations.

13.2 Amendments and additions

All additions and modifications to these General Terms and Conditions of Purchase, in-

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cluding this clause, are only valid if made in writing.

13.3 Partial disability

If any of the provisions of these General Conditions of Purchase were not valid, in whole or in part, or were unenforceable, the validity of the other provisions would not be affected. The parties then have the obligation to agree, in lieu of the invalid or unenforceable provision, of another provision as they would have agreed, taking into account the meaning and the economic purpose of the present Terms and conditions of purchase.

13.4 Transfer

A Party may not assign its rights under these Terms and Conditions without the written consent of the other Party.

14. Applicable law and place of jurisdiction

14.1 Swiss law is applicable to these General Purchase Conditions (excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

14.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions of Sale is Neuchâtel (Switzerland).

14.3 The place of performance for the delivery of the Products [and / or Services] is the place indicated in the Purchase Order.