

General Terms and Conditions of Sale and Delivery of SteriPack Medical Poland Sp. z o.o.

1. All sales and deliveries of Goods and Services made by the Seller to the Buyer shall be made subject to these General Terms and Conditions and specific terms set out on the Order Confirmation. This Agreement shall override any other earlier agreements, conditions, mutual understandings, representations, and arrangements, oral or written, between the Parties regarding the subject matter of this Agreement. Any modifications of these General Terms and Conditions as well as the specific terms set out on the Order Confirmation shall be ineffective unless agreed in writing by the Seller.
For the purposes of these General Terms and Conditions the following terms shall have the following meanings:
"Buyer" means the person who buys or agrees to buy any goods and services from the Seller;
"Seller" means the entity whose name is set out on the Order Confirmation or the invoice issued in connection with purchase of specific Goods and Services;
"Goods and Services" mean the goods and services (including any instalment of goods and services or any part of them) described in an Order Confirmation;
"Order Confirmation" means the written confirmation of accepting the Order sent by the Seller to the Buyer
"Order" means the order placed by the Buyer for specific goods and services offered by the Seller.

account of the price for the Goods and Services, subject to deduction of any amount the Seller is entitled to claim from the Buyer, but the Seller shall not be liable to compensate the Buyer for any further loss or damage incurred by the Buyer due to discontinuation of fulfilment of the Order or failure to deliver Goods and Services resulting from the above.
2. Any quotations made by the Seller in respect of the sale and delivery of Goods and Services are for information only, and shall not constitute a firm offer. Orders shall only be binding on the Parties when an Order Confirmation has been sent by the Seller to the Buyer. The Seller's sales representatives are not authorised to make any representation on the Seller's behalf save to the extent set out on the Order Confirmation. If the Buyer makes any additional provisions or alterations in the Order already placed with the Seller, the Seller shall be entitled to refuse to accept as binding such additional provisions or alterations in the content of the Order or to withdraw from fulfilment of the Order.
3. Delivery shall be made by the Seller to the address set out on the Order by the Buyer or in other way of the agreed delivery terms and conditions. The Buyer shall make all necessary arrangements to take delivery of the Goods and Services whenever they are intended for delivery. The Buyer renounces its rights to claim indemnity from the Seller to which it would otherwise be entitled for any loss or damage arising from delay in delivery of Goods and Services.
4. If performance of any of the Seller's obligations under any Order is prevented or impaired due to Force Majeure, the Seller shall have no liability to the Buyer on account of that, and the Seller shall be entitled to discontinue fulfilment of the Order in whole or in part or to postpone the delivery date for a reasonable period. For the purpose of these General Terms and Conditions, "Force Majeure" shall mean the unavoidable circumstances, beyond the Seller's reasonable control, including, in particular, labour disputes, blockade, social unrest, riots, hostilities, epidemic, natural disasters, explosions, fire, damage inflicted by water or wind, unfavourable climatic conditions or contamination. Where the Seller discontinues fulfilment of the Order in connection with the above circumstances, it shall refund any amounts due which the Buyer has already paid on
 - 5.1 Any payments shall be due in accordance with the payment terms specified hereinafter (or, if not specified herein, upon delivery), and the Price of the Goods and Services shall be set in the Order Confirmation.
 - 5.2 The Seller shall be entitled to charge interest for the Buyer's delay in payment, at a rate of 1 per cent per month on all overdue payments. The Seller shall be entitled to charge contractual penalties for failure, on part of the Buyer, to take delivery at the agreed date, at the level of 1 per cent on a monthly basis of the price of any Goods and Services which the Buyer has failed to receive, up to the date of their effective delivery.
 - 5.3 Payment terms shall be specified in the Order Confirmation or accepted Quote.
 - 5.4 The Buyer shall not be entitled for any reason whatsoever to withhold payment or set off any amounts due for Goods and Services delivered.
 - 6.1 Benefits and burdens related to the Goods and Services and the risk of their accidental loss or damage shall pass to the Buyer when the Seller delivers the Goods and Services in accordance with the terms hereof to the Buyer or any other person who has been authorised to take delivery on behalf of the Buyer, either expressly or by implications.
 - 6.2 The Seller will retain the ownership of the Goods until the amounts due for the Goods have been paid in full by the Buyer.
 - 7.1 The Seller will, to the best of its abilities, advise the Buyer with respect to the choice of Goods and Services and, on request, supply materials for testing, in the quantity and at the time set at its discretion.
 - 7.2 The content of additional representations may not determine that the Goods and Services supplied are precisely identical to, or correspond with, any sample or test material that may have been supplied to the Buyer by the Seller. The Parties agree that the Goods and Services will be delivered in accordance with the specifications set out on the Order Confirmation, which will determine whether the quality of the Goods and Service is within the typical tolerance limits applicable in the industry or whether it corresponds to any special quality specifications that may be agreed in writing. Minor deviations from the approved product specifications, features described in the Quotation or colour will not entitle the Buyer to request a price reduction or to refuse acceptance.

8. The Buyer shall observe in every respect the proper storage conditions specified by the Seller. Before using the Goods and Services, the Buyer shall carry out appropriate testing procedures, and if it has been found

that the Goods and Services do not meet the quality requirements the Buyer shall discontinue their use immediately and notify the Seller of this fact.

- 9.1 In the event that the Goods and Services fail to accord with the specification set out in Section 7.2 and agreed by the Parties, the Seller shall replace the Goods and Services in question or, at the Seller's sole option, repay the price (where this has been paid). The Seller shall be under no liability due to failure to meet the specification set out in Section 7.2. unless notice of the relevant defect or fault in the Goods and Services delivered is given to the Seller within six months of their receipt by the Buyer and, where the Goods and Services were transported, in the case of failure to perform all activities indispensable to determine the carrier's liability for defect or fault of the Goods and Services.
- 9.2 In the event that the Goods and Services fail to accord with the specification set out in Section 7.2 the Seller shall be under no liability in respect of improper performance of its obligations unless it has received a written notification of significant damage within 12 months of the date of delivery of the relevant Goods and Services or such damage has been inflicted by the Seller's deliberate act.
- 9.3 Notwithstanding other provisions of these General Terms and Conditions the Parties exclude the Buyer's claims against the Seller for any loss of profit, loss of revenue, loss of goodwill, or any other indirect, financial or consequential loss or damage whatsoever unless the binding provisions of law stipulate otherwise. The Seller's liability shall be excluded in respect of damages, costs, claims, and any liabilities whatsoever to which the Seller is subject and which arise directly or indirectly out of sales transactions between the Buyer and third parties, or out of any use of the Goods and Services (whether by the Buyer or a third party).
10. Save as provided by Section 7.2 of these General Terms and Conditions all representations regarding the Goods and Services supplied by the Seller concerning the quality of the goods and services, their suitability or fitness for any particular purpose, whether or not such purpose has been made known to the Seller, or their compliance with any sample or description shall be hereby excluded, and thereby the Parties exclude any earlier arrangements regarding liability for unintentional non-performance or improper performance of the obligation or liability under warranty for defects and liability under guarantee unless the binding provisions of law stipulate otherwise. The Buyer shall be entitled to indemnity only in the case of deliberate breach of the provisions of the Agreement, as specified in Section 9 herein. It is hereby acknowledged by the Buyer that no catalogue or technical schedule shall be deemed by it to constitute or contain any representation, warranty or condition relating to the Goods and Services.

- 11.1 Copyrights and all other intellectual property rights of whatever nature in all artwork and designs supplied by

the Buyer for the purpose of their application to the Goods and Services to be delivered to it by the Seller shall remain the Buyer's property, and the Buyer shall hold the Seller harmless in respect of any claims of third parties, in particular in respect of possible damage or incurred costs arising from or in connection with the Seller's use of such product or packaging design or artwork which infringe or could infringe any copyrights or intellectual property rights of any third party.

- 11.2 Copyrights and all other intellectual property rights of whatever nature in materials prepared or produced by the Seller such as drawings, designs, artworks, tooling, technology, know-how, photographic work and film,

which make possible the application of artwork and designs supplied by the Buyer to the Goods and Services to be delivered by the Seller shall remain the Seller's property, regardless of whether such materials have been the subject of separate invoice or not.

- 11.3 The Seller will have a right to use any know-how, skills or techniques which it acquires in discharging its obligations resulting from delivery of the Goods and Services to the Buyer for any other purpose.

12. Buyer declares that neither the product, service nor the packaging ordered from the Seller infringes the intellectual rights of any Third party. Buyer accepts the whole risk of a patent infringement, and Seller as a Subcontractor is neither liable for any third party intellectual property rights infringement nor is the owner of the product.

13. If with regard to the Buyer a liquidation has been opened, a motion for composition agreement proceedings or bankruptcy proceedings has been put forward or another motion for instituting similar proceedings has been put forward or if a relevant motion has not been accepted due to insufficient property, or if the Buyer infringes its obligations to the Seller, the Seller has a right to discontinue delivery of the Goods and Services ordered by the Buyer or to withdraw from the Agreement.

13. The Seller reserves a right, by the time the Buyer has made payment for the Goods and Services, to adjust the price set out on the Order Confirmation to take account of any currency fluctuations or to take account of an increase in the cost of materials related to an increase in the price for raw materials.

- 14.1 This Agreement as well as any disputes or claims arising out of or in connection with the Agreement will be governed by and construed in accordance with Polish law in force.

- 14.2 All SteriPack's quotations are the subject to the legal and tax regulations in accordance with Polish Law in force.

- 14.3 The Seller and the Buyer irrevocably agree that the Courts in the territory of the Republic of Poland will have exclusive jurisdiction over carrying out and deciding on any judicial proceedings which may arise out of performance, improper performance or in connection with this Agreement.

- 14.4 In the event where any of the provisions of this Agreement is or becomes unlawful the validity of the remaining provisions will remain unaffected.