

GENERAL CONDITIONS OF SALE AND DELIVERY

The terms and conditions set out below shall apply to all quotations, tenders, offers and contracts for the supply or delivery of any goods by Teleflex Medical (Pty) Ltd (hereinafter referred to as Teleflex Medical):

1. ACCEPTANCE

All business dealings are subject to the standard terms and conditions as set out below. The customer by accepting any quotation from Teleflex Medical or placing any order with Teleflex Medical acknowledges that all business thereafter (whether under that quotation or order or otherwise) shall be subject to these standard terms and conditions notwithstanding any terms or conditions to the contrary contained in the customer's order / orders or otherwise, it being specifically agreed that such terms and conditions contained in the customer's orders or otherwise shall be of no force or effect unless agreed to by Teleflex Medical in writing.

2. QUOTATIONS

Any quotation shall be open for acceptance for a period of thirty (30) days. Notwithstanding the acceptance of the quotation by the customer, the fulfilment of Teleflex Medical's obligation thereunder shall be subject to Teleflex Medical being satisfied with the credit worthiness of the customer in event of the customer requiring credit.

3. PRICE

- 3.1. The price payable by the customer shall be the price set out in the quote provided that,
 - 3.1.1. Any adverse changes in surcharge or duty rates as charged by the revenue authorities will be for the account of the customer;
 - 3.1.2. Any adverse change in the rate of exchange as at the date of delivery shall be for the account of the customer.
- 3.2. Teleflex Medical reserves the right to increase prices quoted in its price list without notice particularly in the event of the costs of packing or delivery having increased or there being an increase in the surcharge of duty rates as charged by the revenue authorities.
- 3.3. Teleflex Medical recognizes that for operating conveniences the customer may desire to use his own form of purchase order. It is accordingly agreed that any provision in such purchase order which modifies, conflicts with or contradicts any provisions of these conditions of contract or conditions appearing in Teleflex Medical's current price list shall be deemed to be waived.
- 3.4. Notwithstanding any quotation price or contract price in respect of orders which have been accepted the price of Teleflex Medical will be amended in accordance with any variations which may occur in the costs of Teleflex Medical between the date of the quotation and the date of delivery as calculated on a pro rata basis or any other escalation basis agreed to in writing.

4. PAYMENT AND CREDIT

- 4.1. The purchase price in respect of all goods delivered shall be paid in cash on delivery unless terms of payment have been arranged.
- 4.2. If payment on terms has been arranged and if so specified reference is made to the credit terms on acceptance of the order, the payment terms shall be deemed to be thirty (30) days from the date of the invoice relating to the goods sold and delivered.
- 4.3. Interest at the maximum rate permitted from time to time by law shall be payable on any overdue amounts provided that, if no maximum amount is prescribed, the interest rate shall be 4% above the prime overdraft rate as charged by Standard Bank, Rivonia Branch from time to time.
- 4.4. Ownership of the goods shall remain vested in Teleflex Medical until such time as all monies due by the customer to Teleflex Medical have been paid in full. However, risk in the goods shall pass upon delivery to the customer.
- 4.5. The customer agrees that, in the event that any portion of an invoice is disputed or in the event of the customer claiming that Teleflex Medical is indebted to it in any amount whatsoever, the customer shall nevertheless pay the full invoice price and thereafter claim any monies which it believes are due to it or which have been overpaid by it.
- 4.6. All payments are to be made to Teleflex Medical at the principal place of business Teleflex Medical at the principal place of business of Teleflex Medical or such other place as Teleflex Medical may from time to time designate and shall be paid free of deduction.

5. DELIVERY

- 5.1. Any time or date of delivery specified by Teleflex Medical in respect of any sale is given in good faith but shall be an approximate date only. The customer shall not be entitled to cancel or repudiate the contract or refuse delivery or claim damages due to late delivery and shall be obliged to accept delivery whenever it is tendered. It is specifically stated that time shall not be deemed to be of the essence. Teleflex Medical shall have the right to make partial delivery.
- 5.2. Notwithstanding acceptance of any quotation Teleflex Medical shall be entitled without liability to suspend, cut back or determine delivery should:
 - 5.2.1. It be prevented or delayed from doing so for any reasons beyond its control including (but without prejudice to the generality of the foregoing) war, civil commotion, strikes, lockouts, fire, weather conditions, transport delays, factory breakdown, accident and availability of materials or fuels and/or due to the customer's account being overdue for payment or Teleflex Medical considering the customer's credit to be unsatisfactory; and/or
 - 5.2.2. The customer, in the Teleflex Medical's opinion, unjustifiably refuses to accept or delays delivery.
- 5.3. The customer shall be obliged to sign a delivery note on receipt of the goods and any delivery note signed by the customer or someone purporting to sign on its behalf or by anyone else at the agreed place of delivery shall be proof, unless the contrary is proved, of delivery of the goods listed on the delivery notes and that the same were delivered in good condition. In the event of shortages in, or damages to, the goods included in any delivery, Teleflex Medical must be notified in writing within seven (7) days of delivery in addition to the endorsement on the delivery note specifying the shortage in or damage to the goods delivered. No claim can be recognized unless the customer has provided both the notification and the endorsement. Teleflex Medical's liability is limited to the amount of such shortage or the cost of repairing the damage to the goods delivered.
- 5.4. In the event that any order for goods is delivered by instalments, each instalment shall be deemed to have been sold under a separate contract of sale and payment of each instalment within the credit terms stipulated shall be made before Teleflex Medical is obliged to effect deliveries of future instalments. Failure by the customer to comply with this clause shall entitle Teleflex Medical at its discretion to treat such failure as repudiation of the entire order or the remainder thereof, entitling Teleflex Medical to accept such repudiation.
- 5.5. When the goods are sold on the basis that the customer take delivery of such goods from the company's premises, the customer is obliged to take delivery of such goods within three (3) days of being notified that the goods are available for collection, failing which Teleflex Medical shall be entitled to levy a storage charge in accordance with the standard storage charges of Teleflex Medical at the time, which charges the customer shall be deemed to have accepted. The risk in the goods passes to the customer at the time of notification that his goods are available for collection.

6. WARRANTIES AND LIMITATIONS

- 6.1. Teleflex Medical warrants that the goods sold by it are suitable for the normal purposes for which they are sold but not for any other purposes.
- 6.2. Should the goods not comply with the warranties set out in 6.1 above Teleflex Medical shall, subject to 6.4 below having been duly complied with, at its option repair or replace the goods or refund a proportionate share of the price in respect of the defective goods against return of the goods concerned.
- 6.3. To the extent that the goods are not manufactured by Teleflex Medical the customer shall, subject to 6.4 below having been duly complied with, have the same rights against the seller as the seller has against the supplier in regard to the defects therein or unsuitability thereof, the intention being that the liability of Teleflex Medical shall be co-extensive with the right of recourse it has against the supplier. A copy of any guarantee, warranty, contract or other document evidencing the seller's rights against the supplier will be made available to the customer on request.
- 6.4. Claims in connection with defects in or unsuitability of the goods hereunder will only be recognized if:
 - 6.4.1. Written notice is given to Teleflex Medical within twenty four (24) hours of the defects or unsuitability becoming apparent and in any event within seven (7) days after delivery of the defective or unsuitable goods; and
 - 6.4.2. The goods are properly cared for by the customer.
- 6.5. Save as set out above, no claim shall lie against Teleflex Medical arising out of or in connection with any defects in or unsuitability of the goods. In particular, under no circumstances will Teleflex Medical be liable for any consequential or general or special damage howsoever arising which the customer may suffer because of the breach of any warranty or because of a breach of any other obligations assumed by Teleflex Medical under this contract or otherwise or which may hereafter be assumed in future dealings with the customer.
- 6.6. The customer hereby indemnifies Teleflex Medical in respect of any claim which may be made against Teleflex Medical by any third party arising out of any defects in the goods or the use thereof, whether such loss or damage results from breach of contract, delict, negligence or any other cause whatsoever, and the customer hereby waives any such claim which he might otherwise have had in respect of any loss or damage suffered by the customer arising from any cause whatsoever as result of the sale of the goods or the use thereof.

7. BREACH

- 7.1. In the event of the customer failing to pay any amounts due to Teleflex Medical on due date or breaching any other of the terms and conditions hereof or being placed into liquidation (whether provisional or final) or being sequestrated (whether provisional or final) or being placed under judicial management or having a judgment granted against it by default and not having such judgment rescinded within thirty (30) days of the judgment coming to its notice or failing to pay any judgment granted against it within thirty (30) days of such judgment being granted against it, then Teleflex Medical shall be entitled without prejudice to any other remedies which it may have in law to:
 - 7.1.1. Claim immediate payment of all amounts owing by the purchaser to Teleflex Medical or not such monies would otherwise have been payable or not;
 - 7.1.2. Cancel all existing contracts with the customer and claim damages; or
 - 7.1.3. Suspend performance of any obligations owed by Teleflex Medical to the customer until the customer has paid all amounts due to Teleflex Medical and performed all its obligations to Teleflex Medical at which time Teleflex Medical shall be entitled to an extension of time for performance of its obligations equal to the period during which performance has been suspended in terms hereof.
- 7.2. The customer agrees to pay costs on the scale as between attorney and own client in the event of any action being instituted against it by Teleflex Medical and furthermore agrees to pay collection commission, tracing charges and all other expenses incurred by Teleflex Medical in tracing the customer or in recovering the monies due by the customer to Teleflex Medical, or in Teleflex Medical enforcing its right in terms of this agreement.

8. RETURNS AND CREDITS

- 8.1. Reason for return and/or request for Credit should accompany the returned product(s).
- 8.2. Handling fee will be charges at 15% on incorrect orders placed.
- 8.3. Goods returned should be in original packaging, clean and dust free, with no pen markings and/or no stickers or bear no markings where pen markings and/or stickers have been removed.
- 8.4. Items with expiry dates of 5 years will be accepted with a minimum of 12 months expiry left, items with 2 years and less will be accepted with a minimum of 10 months left.
- 8.5. The same batch or lot numbers should be returned to match the original invoice being credited, items with different batch or lot numbers other than that of the original invoice cannot be credited on said claimed invoice.
- 8.6. Overstocking or unusually large orders placed as a result of Pandemic or anticipated Adverse event will not be eligible for Return and Credit.

9. GENERAL

- 9.1. No variation, amendment or cancellation of these conditions of sale shall be of any force or effect unless reduced to writing and signed by at least one director of Teleflex Medical and a duly authorised representative of the customer.
- 9.2. No relaxation or indulgence which Teleflex Medical may afford the customer as regards the applications or any terms of this agreement shall in any way prejudice or diminish its right nor shall Teleflex Medical be estopped from exercising such rights by reason thereof nor shall such action be regarded as a waiver of any of the rights of Teleflex Medical.
- 9.3. Teleflex Medical shall have the right to institute any action against the customer for default at its election in any division of the Supreme Court of South Africa or Magistrate's Court having jurisdiction over the person of the customer who hereby expressly consents to the to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.
- 9.4. If payment in respect of any transaction becomes overdue the purchase price for all other purchases made from Teleflex Medical shall immediately become due and payable notwithstanding that such payment would not otherwise be due.
- 9.5. In the event of an order being given to Teleflex Medical on the customer's official order form the customer shall be estopped from denying the validity of such order notwithstanding the fact that such order may have been given or signed by a person no authorized by the customer.