

These Standard Terms & Conditions relate to the purchase of goods and/or services from third-party Suppliers.

In these conditions:

“Company” means Mehow Medical Ireland Ltd.

“Contract” means any contract between the Company and the Supplier for the sale and purchase of the Goods and/or the Services comprising either (a) a Supply Agreement, a Purchase Order and these Conditions, or (b) any Purchase Order and these Conditions. And in either case as formed in accordance with condition 2;

“Conditions” means these standard terms and conditions of purchase;

“Data Protection Legislation” means the data protection and information privacy laws of Ireland and the European Union and includes to the extent applicable to these Conditions the Data Protection Acts 1988 to 2018 (as amended), Regulation (EU) 2016/679 (known as the General Data Protection Regulation or GDPR) and any amending or replacing legislation, including where applicable the guidance and codes of practice issued by the Data Protection Commission or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

“Goods” mean any goods specified in the Purchase Order, including any goods supplied to the Company in connection with the supply of Services to the Company;

“Price” unless otherwise agreed in writing, is the price of the goods and/or services specified in the Purchase Order and shall be exclusive of any applicable tax and inclusive of all charges for packaging, shipping, carriage, insurance and delivery of any goods to the delivery address specified in the Purchase Order and any other sales and import duties or levies;

“Purchase Order” means the order or orders made by the Company in respect of the Goods and Services;

“Services” means any services described in the Purchase Order and all work carried out by the Supplier for the Company pursuant to the Order;

“Supplier” means the person, firm or company named as the Supplier in the Supply Agreement or in the absence of a Supply Agreement named in the relevant

Purchase Order (including its successors and agreed assignees);

“Supply Agreement” means the Company’s document designated as the supply agreement containing the Company’s written instructions for the purchase of the Goods and Services together with special terms agreed between the Company and the Supplier (if any) but not including any document submitted by the Supplier;

1. Application of these conditions

1.1 Subject to any variation under condition 2.2, the Contract excludes all other terms and conditions including, without limit, any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or any similar document whether or not such document is referred to in the Contract. Each quotation for the Goods and/or Services shall be deemed to be an offer by the Supplier to sell the Goods and/or Services on the terms of the Contract. All quotations provided by the Supplier, including without limit, the price provisions, will remain open for 60 days from its date. If there is a Supply Agreement the Contract is only formed and binding when a Supply Agreement signed by the Company is delivered by the Company to the Supplier. In the absence of a Supply Agreement, the Contract shall be formed and binding when a Purchase Order is delivered by the Company to the Supplier and the performance of the services and/or the delivery of goods by the Supplier pursuant to the Purchase Order shall constitute acceptance of these Conditions in any event.

1.2 Each Contract shall form a separate agreement for the provision of Goods and Services between the Supplier and the Company.

1.3 Any Contract may only be cancelled or varied by the Supplier with the prior written consent of the Company and on condition that the Supplier shall indemnify the Company in full against all losses, costs, damages, charges and expenses incurred by the Company as a result of such cancellation or variation.

1.4 In any Contract where there is a Supply Agreement, if there is any conflict between any terms

contained within that Supply Agreement, the Conditions and/or any Purchase Order submitted under such Supply Agreement, then such conflict shall be resolved in the following order of priority of precedence:

- (a) the Supply Agreement
- (b) the Conditions
- (c) the Purchase Order

2. The provision of goods and services

2.1 The Supplier will supply the Goods and provide the Services (i) in the quantities and at the quality specified in the Contract; (ii) in accordance with the specification and description of the Goods and Services specified in the Contract.

2.2 The Company may at any time prior to dispatch of the Goods amend or cancel a Purchase Order by written notice to the Supplier. If such amendment results in an increase in cost of, or time required for, the performance of the Contract, a fair adjustment will be made to the price and delivery schedule. Any such claim or adjustment must be approved by the Company in writing before the Supplier proceeds with such amendments. If the Company cancels a Purchase Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Purchase Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier’s failure to comply with its obligations under the Contract the Company shall have no liability to the Supplier in respect of it.

3. Delivery of goods

3.1 All Goods supplied under a Supply Agreement or against the Purchase Order, must be properly packed and secured in such a manner as to reach their destination in good condition and shall (unless otherwise directed by the Company) be delivered by the Supplier to the Company’s premises carriage paid, in accordance with the Company’s instructions and bearing the Company’s order number on each package (“Delivery Terms”). All deliveries pursuant to the Order shall be accompanied by an advice note quoting the number of the Purchase Order.

Consignment or part deliveries may be rejected unless the Company has agreed in writing to accept such deliveries.

3.2 The Goods shall be delivered to, and the Services shall be performed at, the point of delivery on the date or within the period stated in the Contract.

3.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

3.4 Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Contract on the Delivery Terms. The Company may, but shall not be obliged to, reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, in the case of any latent defects within a reasonable time after the latent defect in the Goods has become apparent.

3.5 All Goods shall remain at the sole risk of the Supplier until accepted by the Company.

4. Risk and Title

4.1 Unless otherwise agreed by the Company in writing and subject to condition 6.5, risk in the Goods purchased shall pass to the Company upon completion of delivery and title to the Goods or any part thereof shall pass upon the earlier of delivery or the time of any payment being made therefore. The Supplier shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery. All tools, equipment and materials of the Supplier required in the performance of the Supplier’s obligations hereunder shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the Company or other premises whatsoever pursuant to any Contract.

5. Services

5.1 If the Contract is in respect of Services, whether wholly or in part, the Services will be carried out substantially in the manner and standard envisaged by the parties at the time of issuing the Supply Agreement and/or Purchase Order.

5.2 The supplier/service provider shall exercise in its performance of the Services the level of skill, care and

diligence reasonably expected of such a service provider who regularly undertakes services of the type and complexity required by the company.

5.3 The supplier/service provider warrants that it has sufficient resources to perform the Services properly and within the required timescales and at the times specified in the contract.

5.4 No work shall commence on any of the Company's premises before obtaining the Company's consent. No work shall be covered or hidden until approved by the Company.

5.5 If the Services are not carried out by the date specified in the Contract, the Company may, without prejudice to any of its other rights, procure the Services to be carried out at the risk and expense of the Supplier.

6. Quality and guarantee

6.1 The Supplier/service provider warrants its expertise (and, in addition, the expertise of any person engaged by the Supplier in the performance of the Services) and confirms the accuracy of all statements and representations made in respect of the Goods and Services prior to the Contract. Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Contract.

6.2 Goods shall be of satisfactory quality, new, fit for purpose and shall be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the Contract and, unless otherwise agreed by the Company in writing, shall conform to all relevant laws regulations and standards, specifications and Conditions. All work and services performed by the Supplier shall comply with all relevant laws as well as with the company's general working practices (including, without limitation, all applicable safety requirements). Furthermore, the Supplier shall ensure that all such work and services shall pass such inspection as may be required by the Company, its customers or their agents. The Supplier warrants that all Goods, where appropriate, shall have no extraneous or inherent objectionable odours or tastes whether toxic or not. Any packaging items whether

printed or not, liable to come into direct contact with any product or to be used in the intimate packaging of it, must be incapable of giving rise to any hazard to health when so used, and conform to all legislation.

6.3 Notwithstanding that the Company has accepted the Goods or part thereof or the Services (or part thereof) or (where the contract is for the sale of specific goods) the title in the Goods has passed to the Company, the breach by the Supplier of any express or implied condition to be fulfilled by it may be treated as a ground for rejecting the Goods and treating the contract as repudiated.

6.4 The Company shall be entitled to require the Supplier to perform the obligations contained in condition 6.5 or, at its option, reject the Goods and treat the contract as repudiated at any time prior to the expiration of three months after delivery to the Company (where the defect is apparent on a visual inspection) or in any other case three months after the Company has discovered the defect in question.

6.5 Without prejudice to the Company's right to treat the contract as repudiated, if the Company notifies the Supplier of any defective or damaged Goods and/or Services, the Supplier shall be responsible for making good, with all possible speed, the defective or damaged Goods or faulty workmanship (fair wear and tear excepted) including full replacement where necessary together with all costs of delivery to site and installation and all other costs and expenses incurred by the Company including but not limited to costs in relation to the premises at which the Goods are situated or to other plant and machinery in order to enable or facilitate such making good by the Supplier. As soon as the Company shall have given notice in accordance with this condition 6.5 the defective Goods shall be at the Supplier's risk and expense.

6.6 The Supplier agrees to assign to the Company upon request the benefit of any warranty, guarantee or similar right which it has against any third-party manufacturer or supplier of the Goods or any part thereof.

7. Price and Payment

7.1 The Price of the Goods and/or the Services shall be as stated in the Contract and, unless otherwise so stated, shall be:

(a) exclusive of any applicable value added tax (which shall be payable by the party receiving the Goods or Services subject to receipt of a VAT invoice); and (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the point of delivery and any duties, imposts or levies other than value added tax.

7.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.

7.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not expressly recorded in the Supply Agreement or Purchase Order.

7.4 Unless otherwise agreed in writing by the Company invoices shall not be rendered by the Supplier until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Order. The Company will discharge all invoices 60 days from the date of received invoice unless otherwise agreed between the parties. The Company may set off against the Price any sums owed to the Company by the Supplier. All payments shall be in Euro or Sterling as agreed with the Company, unless otherwise notified in writing by the Company to the Supplier.

7.5 The Company shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Contract. No payment will be made for containers, crates or packing materials of any description. No payment of or on account of the Price shall constitute any admission by the Company as to the proper performance by the Supplier of its obligations.

7.6 All Suppliers who are registered for value added tax are required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods or Services supplied in accordance with the Order. The Supplier shall send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Purchase Order; send a monthly statement of account quoting the

invoice numbers applicable to each item thereon; and mark clearly the Company's order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.

7.7 Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Company due to the failure of the Supplier:

(a) to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Order; or (b) to send a monthly statement of account quoting the invoice numbers applicable to each item thereon; or

(c) to mark clearly the Company's order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.

8. Indemnity

8.1 The Supplier shall indemnify the Company against: (a) all losses, costs, damages, expenses and claims caused to and made against the Company which would not have been caused or made had the Supplier fulfilled its express or implied obligations under each Contract;

(b) any claims for infringement of any patents, design right, copyright, registered design, or trade mark by reason of the use or sale of the Goods (and/or Services) supplied (save where the Goods shall have been manufactured in accordance with specifications or designs supplied solely by the Company) and against all losses, costs, damages, expenses and claims which the Company may incur or have to bear or for which the Company may become liable as a result of such claims for infringement; (c) all claims in respect of royalties payable by the Supplier in respect of the Goods and/or Services; (d) all claims arising out of errors and omissions in drawings, calculations, labelling, packing details or other particulars supplied by the Supplier; and (e) all claims made against the Company arising out of the acts and omissions of the Supplier, its employees, agents or its sub-contractors.

8.2 Where the Contract includes any work (and this

includes the acts of delivery, loading and/or unloading) to be done on the Company's premises, the Supplier shall:

(a) indemnify the Company in respect of injury, fatal or otherwise, loss, expense or damage, regardless of howsoever or by whom caused including all claims or proceedings of whatsoever nature and costs, arising out of or in the course of the execution of the Contract unless proved to be due to the act, neglect or default of the Company's authorised servant or agent;

(b) maintaining to the Company's satisfaction adequate cover by insurance for employer's liability and third-party liability risks (including third party motor risks) and subject to the Company's right to inspect and approve such policies of insurance.

8.3 The Supplier shall maintain to the Company's satisfaction adequate cover by insurance against such product liability and other risks necessary to cover the liability of the Supplier to the Company and subject to the Company's right to inspect and approve such policies of insurance.

"Other Risks" as referred to above in this condition 8.3 shall include all transit risks for the full reinstatement value of the Goods supplied to the Company and such policy shall include the interest of the Company in the Goods supplied.

8.4 To the extent that any damage or loss arising from or connected with the design or formulation of the Goods or provision of Services supplied to the Company cannot be covered by the Product Liability policy required under the foregoing condition, the Supplier shall have in effect adequate Professional Indemnity insurance in respect of any damage or loss.

9. Intellectual Property

9.1 All designs, inventions, patents, know-how, new technology, improvements and all similar matters made, designed or developed by the Supplier specifically for the Company in connection with the contract shall be the sole property of the Company and the Supplier shall procure at no charge to the Company the execution of any and all papers necessary to perfect ownership by the Company. All material, drawings, patterns, gauges, samples, specifications and other technical data prepared by the Company in connection with the contract shall be

and shall at all times remain the property of the Company which shall be entitled to reproduce and use all such data at any time for any purpose whatsoever. For the avoidance of doubt the Supplier shall not use any such data except in connection with the contract.

9.2 Without prejudice to any other provisions of these Conditions, the Supplier warrants that none of the Goods sold hereunder nor any part or component of them infringes any valid patent, trademark, registered design, copyright, label, brand or trade secret owned or controlled by any other company, corporation, firm or person, and the Supplier shall indemnify the company against all costs, claims, demands, expenses and other losses whatsoever arising from any breach of this warranty. If any claim is made or action brought against the company arising out of the matters referred to in this condition the Company shall promptly notify the Supplier thereof and the Supplier at its own expense shall render all possible assistance to the Company. This condition shall not apply where the Goods components or parts which infringe or violate or are alleged to infringe or violate any patent trade mark, registered design, label, brand or trade secret have been produced by the Supplier in accordance with design or drawings prepared by the Company.

9.3 All working drawings, designs, original artwork and samples supplied by the Company or which are prepared or obtained by the Supplier for and at the sole cost of the Company, shall at all times remain the property of the Company. The Supplier shall maintain all such items in good order and condition and insure them against all risks whilst in its custody and on completion of the contract or as otherwise diverted by the Company shall return them to the Company in good order and condition. Without the Company's prior written consent, the Supplier shall not use such items nor authorise nor knowingly permit them to be used by anyone else for or in connection with any purpose other than the supply of the Goods or Services to the Company.

10. Data protection

10.1 Any capitalised terms used in this condition 10 that are not defined in these Conditions will have the meaning given to them in Data Protection Legislation.

10.2 The Company and Supplier acknowledge and agree that they shall comply with their obligations under Data Protection Legislation.

10.3 The sole purpose of this condition 10 is to deal with the effects of Data Protection Legislation and to ensure compliance with Data Protection Legislation where the Personal Data of Data Subjects is shared by the parties. It does not purport to amend any other contractual terms (including a data processing agreement and/or addendum) as may exist between the parties provided that if, and to the extent that, any other contractual terms that have been agreed, or may in future be agreed, between the parties conflict with this condition 10, the terms of any such contractual agreement shall prevail.

10.4 Where the Supplier acts as a Data Processor in respect of any of the Personal Data provided by the Company, the Supplier shall Process such Personal Data in accordance with condition 10.7 of these Conditions.

10.5 The parties acknowledge that the Company may, if necessary, process Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which the Company is subject, quality reviews and for the Company's internal financial accounting, information technology and other administrative support functions where permitted and provided for. These purposes for which the Company is acting as a Data Controller in its own right are not subject to this condition 10 save as to the general obligation to comply with applicable Data Protection Legislation.

10.6 The subject matter, nature and purpose of the Processing of Personal Data by the Supplier relates to the provision of the Services. Where relevant the types and categories of Personal Data Processed by the Supplier will be outlined in a Data Protection Agreement.

10.7 The Supplier shall in relation to any Personal Data Processed in connection with its obligations under these Conditions: (a) Process that Personal Data only on the written instructions of the Company unless the Supplier is required by any applicable law to Process such data and notifies the Company to this effect; (b) notify the Company if the Company's instruction would not comply with Data Protection Legislation; (c)

ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected; (d) ensure that all personnel who have access to and/or Process Personal Data (i) are obliged to keep it confidential; and (ii) have undertaken training on Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; (e) not transfer any personal data outside of the European Economic Area; (f) promptly assist the Company in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators (the Data Protection Commission is the Irish supervisory authority) and including with any requests from Data Subjects and information or assessment notices served on the Supplier by any supervisory authority; (g) comply with the Company's request or instruction requiring the Supplier to amend, transfer, delete or otherwise Process the Personal Data, or to stop, mitigate or remedy any unauthorised Processing; (h) not appoint or engage another processor (a sub-processor) without the prior written consent of the Company; (i) notify the Company without delay (i) if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable; and (ii) if the Data Processor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data (a "Personal Data Breach") relating to these Conditions; and (j) at the request of the Company, delete or return all personal data on termination of the Conditions unless required by applicable law to store the Personal Data; and maintain complete and accurate records and information necessary to demonstrate compliance with the obligations laid down in this condition 10 and allow for and contribute to audits, including inspections, reasonably conducted by the Company.

11. Confidentiality

11.1 The Supplier shall keep secret all confidential information relating to the Company's business which may become known to the Supplier through its performance of the Contract or otherwise save only that such information may be disclosed to the extent necessary for the proper performance of the Contract. The Supplier shall not without the Company's prior written consent use the Company's name or any of its trademarks in connection with the Contract or disclose the existence of the Contract in any publicity material.

12. Term and termination

12.1 If there is a Supply Agreement, the Contract shall (unless brought to an end under this Condition) start on the commencement date and end on the expiry date therein. In any Contract where there is no Supply Agreement, the term of Contract shall commence on the date that the Contract becomes legally binding pursuant to condition 2 and shall continue until each party has performed all of its obligations set out in the relevant Contract.

12.2 Without prejudice to its other rights, The Company may terminate the Contract by giving the Supplier at least 30 Days written notice.

12.3 The Company may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
(a) the Supplier commits a material breach of the Contract and, where the breach is capable of being remedied, fails to remedy the breach within 30 days after being notified in writing to do so;
(b) the Supplier makes any composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters into examinership or liquidation (otherwise

than for the purpose of amalgamation or reconstruction);
(c) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Supplier;
(d) the Supplier ceases, or threatens to cease, to carry on business;
(e) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

13. Dispute resolution

13.1 If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract, the parties shall first seek to resolve the matter between themselves within a period of 15 days. If no resolution is arrived at, the managing director or equivalent person of both parties shall be appointed to attempt to seek a resolution to the dispute and shall attempt to come to a resolution within a further 15 days. If no resolution is agreed at this point, the parties are at liberty to resort to litigation and all information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

14. General

14.1 The Supplier shall not without the written consent of the Company sub-contract or assign all or

any part of the Contract. Any authority given by the Company for the Supplier to sub-contract the Contract or any part thereof shall not impose any duty on Company to enquire as to the competency of any authorised sub-contractor but the Supplier shall ensure that any authorised sub-contractor is competent and that the work is properly done.

14.2 If any provision of these Conditions is or shall become void in whole or in part the other provisions of these Conditions shall remain fully valid and enforceable and the void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Conditions.

14.3 Any amendments to the Contract shall be made by agreement evidenced in writing. The Supplier shall advise the Company immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Supplier's obligations to the Company.

14.4 The terms of the Contract must be strictly complied with notwithstanding that the Company may on an earlier occasion or occasions have waived its rights under these Conditions. The Supplier cannot claim that the Company is unable to exercise any right included herein (in particular the ability to bring a claim), merely because the Company has not exercised that right as yet.

14.5 The Supplier will ensure that its authorised servants or agents visiting any of the Company's premises will observe the Company's standards of Safety and Hygiene and obtain permission to make such a visit.

14.6 The Supplier shall carry out the Services as an independent contractor and not as an employee, agent or partner of the Company. Furthermore, all persons engaged by the Supplier in the performance

of the Services shall be engaged as employees of the Supplier and the Supplier shall bear exclusive responsibility for all national insurance contributions, income tax liability or similar deductions to be made in respect of such employees.

14.7 The Supplier will provide and supply (at its expense) all necessary tools and equipment required to perform the Contract and shall ensure that all such tools and equipment are suitable and safe for the purpose for which they are intended to be used.

14.8 In the event of any strike, lock-out, fire, explosion or accident or of any stoppage of the Company's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performances of the Services, delivery of the Goods or performance of the Services (or both), and payment therefore may be suspended or postponed at the Company's option without liability until such time as the circumstances preventing or hindering the use of the Goods and/or performance of the Services have ceased.

14.9 This contract is intended and agreed to be for the benefit solely of the parties hereto and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.

14.10 These Conditions and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish courts subject to the right of the Company to seek injunctive relief outside Ireland as appropriate.