

BLATCHFORD GROUP GENERAL TERMS AND CONDITIONS OF SALE FOR PROSTHETIC AND ORTHOTIC PRODUCTS AND RELATED ACCESSORIES

1.0 Definitions and Interpretation

“Blatchford” means the Blatchford subsidiary making the sale to the Customer as specified on the Order Acknowledgement raised to the Customer for sale of the Products or on the delivery note accompanying the Product.

“Customer” means the person, company or other body placing an Order with Blatchford;

“Demonstration Product” means any Product loaned by Blatchford to a Customer to enable the Customer to supply a user with a trial version of the Product to assess the suitability of the Product, or for other testing purposes.

“Instructions for Use” means the instructions for use of the Products provided to the Customer with the relevant Products, which may be updated by Blatchford from time to time;

“Intellectual Property” means all patents, rights to inventions, copyright and related rights in any software, trademarks, trade names, copyright, rights in designs, rights in software, database rights, rights to use and protect know-how and Blatchford technology and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“Loan Product” means any Products loaned to the Customer for demonstration, temporary exchange, testing or any other purposes.

“Mandatory Policies”: Blatchford’s modern slavery and human trafficking policy, Anti-bribery and anti-corruption policy and data and privacy policy, as amended and posted on the Blatchford website or otherwise made available to Customer from time to time;

“Order” means the purchase order placed by the Customer for the supply of the Products;

“Order Acknowledgement” means the written Blatchford acknowledgement of a Customer Order, setting out the Product, the Blatchford subsidiary making the sale, the Product Price and estimated shipment date (if any);

“Party” means Blatchford or the Customer (as the case may be) and “Parties” means both Blatchford and the Customer;

“Price” means the price for the Products;

“Product(s)” means the Prosthetic or Orthotic device, and related accessories, supplied to the Customer by Blatchford;

“Product Recall” means a request to return any of the Products which may be defective or potentially unsafe; and

“User(s)” the patient(s) who the Customer will configure / fit the Products to for use.

2.0 Conditions

2.1 The supply of the Products is subject to these General Terms, unless Blatchford and the Customer have agreed another supply agreement in writing which specifically overrides these General Terms. The General Terms shall be the terms and conditions applicable to such supply. Any terms and conditions printed or provided on the Customer’s Order or other similar document shall not be binding on Blatchford and the placing of an Order by the Customer shall indicate unqualified acceptance of these General Terms.

2.2 No representative, agent or other person has Blatchford’s authority to vary, amend or waive these General Terms on behalf of Blatchford.

3.0 Supply of Products

3.1 The Customer shall submit Orders to Blatchford. Each Order shall be deemed to be a separate offer by the Customer to purchase Products under these General Terms, which Blatchford shall be free to accept or decline at its absolute discretion. No Order shall be deemed to be accepted by Blatchford until it issues a written Order Acknowledgement to the Customer or when Blatchford delivers the Products, whichever is the earlier. Once submitted to Blatchford, Orders are non-cancellable.

3.2 Unless specified otherwise, all orders shall be subject to a minimum order value of GBP100.00 / EUR100.00 plus applicable sales taxes. For illustration purposes, an order placed for a pre-tax amount of

GBP63.00 will have a handling surcharge of GBP37.00 applied, giving a net invoice total of GBP100.00. Zero value orders, such as for the use of demo products, or for marketing collateral, will be exempt of this handling surcharge.

3.3 If Blatchford has accepted the Order, it shall supply the Product to the Customer.

3.4 The Customer represents and warrants that the Customer shall use the Products and procure that the User uses the Products only in accordance with the Instructions for Use.

3.5 All Products shall be delivered on an ex-works (Incoterms 2020) basis.

4.0 Invoicing and Payment

4.1 The Price for the Products shall be as agreed between the Parties and set out on the Blatchford Order Acknowledgement. All Prices are exclusive of VAT, delivery and any import duties. Where any taxable supply for VAT purposes is made by Blatchford to the Customer, the Customer shall, on receipt of a valid VAT invoice from Blatchford, pay to Blatchford such additional amounts in respect of VAT as are chargeable on the supply of the Products.

4.2 Blatchford shall invoice the Customer at the point the Products are ready for dispatch, and the Customer shall settle the invoice before dispatch of the Products, unless the Customer has pre-approved credit terms agreed in writing by Blatchford. If the Customer has been pre-approved for credit, standard payment terms are 30 days from the date of invoice.

4.3 Blatchford reserves the right to increase the Price of the Products, by giving notice to Customer at any time before delivery, to reflect any increase in the cost of the Products to Blatchford that is due to any delay caused by any instructions of Customer in respect of the Products, or failure of Customer to give Blatchford adequate or accurate information or instructions in respect of the Products, or any request by Customer to change the delivery date(s), quantities or types of Products ordered.

4.4 At Blatchford’s discretion, Blatchford can arrange shipment of the Products to a location specified by the Customer. All costs incurred shall be invoiced to the Customer along with the Products.

4.5 No payment shall be deemed to have been received until Blatchford has received fully payment in cleared funds.

4.6 The Customer shall make all payments due in full without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

4.7 Without prejudice to any other rights or remedy that it may have, if the Customer fails to pay Blatchford all amounts due on the due date Blatchford may:

4.7.1 Charge interest on any amounts overdue at the rate of interest calculated under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or replaced) to run from the due date for payment until receipt by Blatchford of the full amount whether or not after judgment;

4.7.2 Suspend delivery of any Products.

5.0 Intellectual Property Rights

The Customer acknowledges that any and all Intellectual Property in and relating to the Products, Blatchford and / or Blatchford’s business belong to Blatchford (or its fellow group companies) or its licensors (as applicable) and shall remain entirely in the ownership of Blatchford (or its fellow group companies) or its licensors (as applicable). Nothing said or done by either Blatchford or the Customer shall constitute the transfer of or the grant of any rights over any Intellectual Property.

6.0 Blatchford’s obligations

6.1 Blatchford does not warrant or give any guarantees that the Products will be fit for purpose and it shall be for the Customer to determine that the Products are fit for the Customer’s purpose prior to placing an Order.

6.2 Blatchford warrants that the Products shall perform in all material respects in accordance with the Instructions for Use.

6.3 Blatchford does not provide any warranty or give any guarantees if the Products are not used in accordance with the Instructions for Use.

6.4 In the event that the Products do not comply with the warranty given in the condition 6.2, Blatchford shall at its option replace or repair such Products (or the defective part) or refund the price of such Products provided that, if Blatchford so requests, the Customer shall, at Blatchford's expense, return the Products to Blatchford.

6.5 In the event Blatchford provides the Customer with a Loan Product for any reason (including, without limitation, as part of Blatchford's warranty obligations), the Customer shall be responsible for the care of such Loan Product, and shall return such Loan Product to Blatchford in good condition. In the event the Customer does not return the Loan Product in good condition (accounting for normal wear and tear), Blatchford shall be entitled to invoice the Customer for the Loan Product at the currently prevailing list price.

7.0 Demonstration Products and Loan Products

7.1 Customer may request the use on a temporary basis (the "Temporary Period") of a Demonstration Product for User trials, or replacement product ("Loan Product") as a temporary replacement device whilst the customer's device is returned to Blatchford for service or repair.

7.2 Customer understands that during the Temporary Period, the Product provided remains the property of Blatchford and that Customer must return the Demonstration Product or Loan Product to Blatchford at the conclusion of the Temporary Period.

7.3 In the event Blatchford agrees to provide the Customer with a Demonstration Product, the term of such Temporary Period shall be agreed in advance between both Parties up to a maximum of 28 days. Any requests for extension to this agreed Temporary Period are granted at the discretion of Blatchford and a new return date will be confirmed in writing. Upon completion of the product trial, any Demonstration Products shall be returned promptly to Blatchford in good condition, accounting for normal wear and tear.

7.4 If the Customer does not return the Demonstration Product to Blatchford within five business days following the end of the agreed Temporary Period, then Blatchford shall be entitled to invoice the Customer a late return or non-return fee for the Demonstration Product up to the currently prevailing list price of the Demonstration Product.

7.5 In the event Blatchford agrees to provide the Customer with a Loan Product, any Loan Products shall be returned to Blatchford in good condition, accounting for normal wear and tear, immediately following return of the customer's original device upon completion of service, repair or assessment.

7.6 If the Customer does not return the Loan Product to Blatchford within five business days following the return of the customer's repaired original prosthesis, then Blatchford shall be entitled to invoice the Customer a late return or non-return fee for the Loan Product up to the currently prevailing list price of the Loan Product.

7.7 If the Customer does not return the Demonstration Product or Loan Product in good condition (accounting for normal wear and tear), Blatchford shall be entitled to invoice the Customer for subsequent repairs to the Demonstration Product or Loan Product at the currently prevailing price charged by Blatchford for such repairs.

7.8 The Customer shall ensure any Users of any Demonstration Product or Loan Product have entered into a waiver prior to use of any Demonstration Product or Loan Product setting out the risks of using the Demonstration Product or Loan Product, and releasing Blatchford from any liability for the use of the Demonstration Product or Loan Product. If the User experiences any problems with the Demonstration Product or Loan Product, the User should cease using the Demonstration Product or Loan Product and contact the Customer immediately.

8.0 Delivery

8.1 Blatchford shall provide the Products for collection at the Blatchford warehouse or deliver the Products to the Customer location if agreed in accordance with condition 4.4.

8.2 Blatchford shall use its reasonable efforts to provide/deliver the Products within the period of time specified by Blatchford in the Order Acknowledgement or if no dates are so specified within a reasonable time after notification to the Customer that the Products are ready for dispatch to the Customer. For the avoidance of doubt, it shall be the Customer's responsibility to ensure that any person who signs at the point of delivery is an authorised signatory of the Customer.

8.3 Any dates specified by Blatchford for shipment of the Products are intended to be an estimate only and time for shipment is not of the essence and shall not be made of the essence by notice.

8.4 Blatchford may provide/deliver the Products by separate

instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of these General Terms.

9.0 Non-Delivery and Inspection

9.1 The quantity of any consignment of Products as recorded by Blatchford upon despatch from Blatchford's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

9.2 The Customer must inspect the Products on delivery. From the date of physical delivery of the Products to the Customer, the Customer shall have a maximum of 3 (three) days to check the Products and must notify Blatchford within this period if there is any shortage, wrong quantity or defect which is or should be apparent on a reasonable inspection (together a "Non-Delivery").

9.3 Blatchford shall not be liable for any Non-Delivery unless the Customer gives written notice to Blatchford of the Non-Delivery within 3 days of the date when the Products were delivered.

9.4 Any liability of Blatchford for Non-Delivery all be limited to replacing the Products within a reasonable time or refunding the fee paid for such Products.

10.0 Complaints and Product Recall

10.1 In the event of the Customer receiving a complaint from any competent authority or notification relating to the Products the Customer will immediately inform Blatchford and co-operate with Blatchford on any response.

10.2 Each Party shall provide such reasonable assistance to the other Party in the handling of all arrangements relating to a Product Recall, redesign or remanufacture of Products as the other Party may request.

10.3 Where the Customer purchases Products for a use outside of their intended use or modifies or in any way the Products, the Customer shall be solely liable for any use and Blatchford's participation in any Product Recall shall be at Blatchford's sole discretion.

11.0 Risk / Title

11.1 Risk in the Products shall pass at the point of delivery in accordance with condition 3.4.

11.2 Ownership of the Products shall not pass to the Customer until:

(a) Blatchford has received in full payment of all sums due to it in respect of the Products in cleared funds; and

(b) Blatchford (and its group companies) has received full payment of all other sums which are, or which become due to Blatchford (and its group companies) from the Customer under this or any other contract in cleared funds.

11.3 Blatchford (and its nominee) shall have the Customer's irrevocable permission to enter any premises where the Products may be stored at any time without having to give any notice and to use reasonable force if necessary (a) to inspect the Products where title has not passed; and (b) to recover possession of such Products where the Customer has failed to pay any amount due under condition 11.2. Blatchford (and its nominee) shall not be responsible for any damage to property or otherwise where reasonably necessary for this purpose.

12.0 Liability

12.1 This section 12 sets out the entire financial liability of Blatchford (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: any breach of these General Terms; any use made by the Customer of the Products; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with these General Terms.

12.2 Nothing in these General Terms limits or excludes the liability of Blatchford for: death or personal injury resulting from Blatchford's negligence; or for any damage or liability as a result of fraud or fraudulent misrepresentation by Blatchford; or for any liability that by law cannot be limited or excluded.

12.3 Except as set out in these General Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these General Terms.

12.4 Subject to condition 12.2:

12.4.1 Blatchford fully excludes all liability where the Customer or User does not use the Products in strict accordance with their Instruction for Use;

12.4.2 Blatchford fully excludes all liability where Products do not meet their warranty under condition 6.2 as a result of fair wear

and tear, wilful damage, or negligence;

12.4.3 Blatchford shall bear no responsibility and fully excludes all liabilities in respect of any use of the Products that is not as per the Instructions for Use;

12.4.4 Blatchford shall not be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of contract; or loss of use; or loss or corruption of or damage to data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

12.4.5 Blatchford's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to: (i) where such claim is in relation to the Products to the price paid or payable for the relevant Products; and (ii) where any claim does not relate to the Products to £10,000 (ten thousand pounds sterling).

13.0 Mandatory Policies

13.1 The Customer shall:

13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or any equivalent legislation in the Customer's territory;

13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.1.3 promptly report to Blatchford any request or demand for any undue financial or other advantage of any kind received by Blatchford in connection with the performance of this agreement.

13.2 The Customer shall:

13.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and

13.2.2 not engage in any activity, practice or conduct that would constitute any offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity or practice or conduct were carried out in the UK.

13.3 The Customer shall comply with the Mandatory Policies.

13.4 Breach of either condition 13.1, 13.2 or 13.3 shall be deemed a material breach not capable of remedy and grounds for immediate termination of any outstanding Orders.

14.0 General provisions

14.1 Each provision of the General Terms is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances wholly or partially invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the General Terms, but the validity, legality and enforceability of all other provisions of the General Terms and the remainder of such provision shall not otherwise be affected or impaired, it being the Parties' intention that every provision of the General Terms shall be and remain valid and enforceable to the fullest extent permitted by law.

14.2 Blatchford shall have no liability to the Customer under the General Terms if it is prevented from or delayed in performing any of its obligations under the General Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Blatchford or any other party), government restriction, lockdown and related restrictions, epidemic, pandemic or other spread of an infection disease, failure of a utility service or transport network, act of God, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

14.3 Failure or delay of a Party to exercise or enforce any right under the General Terms shall not be deemed to be a waiver of that right or any other right, nor operate to bar exercise or enforcement of it or any other right at any time or times thereafter.

14.4 Each Party warrants to the other that: the General Terms constitute the entire agreement and understanding between the Parties unless Blatchford and the Customer have another supply agreement which specifically overrides these General Terms;

14.5 Customer warrants to Blatchford that: when placing an Order and entering into the General Terms, the Customer does not rely on any statement, representation, assurance, promise or warranty of any person other than as expressly set out in these General Terms.

14.6 The Customer shall at all times keep secret and confidential all Intellectual Property and all other information of a confidential nature which have been disclosed to the Customer or the Customer's agent by Blatchford, its employees, agents or sub-contractors and any other confidential information concerning Blatchford's business or its products which the Customer may obtain.

14.7 These General Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement.