

## **General terms and conditions of Sales for CARDIMED Africa Ltd., established in Dar es Salaam**

### Article 1 - Definitions

Company/Seller: CARDIMED Africa Ltd.

Customer: party that demands goods from the Seller.

Quotation: written offer from Seller to Customer with a determined price for goods.

Order: assignment from Customer to Seller to deliver goods.

Recall: also called safety notification, is about withdrawing and removing products that might have a deviation of quality demands, or could lead to unsafe situations.

### Article 2 - General

2.1 These general terms and conditions apply to all offers and agreements between Seller and Customer.

2.2. Any stipulations deviating from these general terms and conditions shall only apply in the event that and insofar as they have been accepted by the Seller and Customer.

2.3 No rights can be derived from statements and information given from Seller to Customer.

### Article 3 - Confidentiality

3.1 All business information which has been brought to knowledge to Customer via Seller, should be treated confidential.

3.2 Customer and Seller can commonly agree upon small exceptions on this condition.

### Article 4 - Quotations and Orders

4.1 Quotations are not binding for Customer nor Seller.

4.2 Quotation from the Seller is valid for 30 days. In case external causes change quoted prices, Seller shall inform Customer immediately.

4.3 Seller shall not process with Order unless Customer has given written consent. Written consent applies to all terms as stated on the Quotation, e.g. article code, price, quantities, incoterm and payment term.

4.4 Confirmed orders can not be cancelled without a written confirmation of the Seller. Reimbursement of advanced payments is not possible in case of cancellation due to reasons beyond control of the Seller.



## Article 5 - Prices

5.1 Quoted prices are set in Euro (unless agreed upon otherwise) and exclude costs for transport and possible charges.

5.2 For domestic companies, the local VAT rate (depending on kinds of goods) will be charged. This VAT rate is indicated separately and is not included in the price.

5.3 Seller is allowed to adjust price level of goods when external circumstances cause this price increase.

5.4 When prices change during the placement of the Order, Seller will communicate this price change immediately to Customer. A mutual agreement can be made upon cancelling or adjusting the Order.

## Article 6 - Delivery / delivery time

6.1 After an agreement has been made upon an Order and payment, Customer receives an Order confirmation.

6.2 Delivery time will start when Seller has received (partial) payment.

6.3 Delivery time is depending on multiple circumstances and an agreement will be made between Seller and Customer for each order.

6.4 The delivery date of the goods shall be the moment in time when the goods, with the exception of unimportant parts, are ready for shipment, and the Seller has informed the Customer thereof, or the time when the goods have left the premises of the Seller to be forwarded to the Customer.

6.5 The Seller shall be entitled at all times to make partial deliveries, unless explicitly agreed upon otherwise.

6.6 Deliveries from different Orders can be combined and send in one shipment.

6.7 Seller will add shipping list to goods.

6.8 The delivery date shall not be considered to be a firm date, unless explicitly agreed upon otherwise. Seller will inform Customer regularly regarding delivery date. The Customer cannot derive any rights from attributable exceeding of the delivery date insofar as a term of three (3) months is not exceeded.

6.9 In the event that the Company is in default with regard to the delivery date, the Customer shall only have the right to dissolve the agreement. In that case prepaid amounts shall be refunded, without any compensation for interest.



#### Article 7 - Transport and packaging

7.1 Seller will pack goods with proper care, content of the box shall be clear and good conditions for storage are guaranteed.

7.2 Unless explicitly agreed upon otherwise, the delivery shall be made "Ex Works" (EXW) from the premises of the Seller.

7.3 Seller and Customer mutually agree upon manner of transport. Seller reserves the right to charge the Customers' account with additional costs, which result from particular shipping instructions of the buyer.

7.4 Customer shall take care of all needed information and documents necessary to transport goods to their final destination.

7.5 In the event that circumstances beyond the control of the Seller prevent the goods from being transported to or delivered at the agreed place, or in the event that the Customer fails to accept the delivery of the goods, the Seller shall have the right to take the products back or to store the goods. Any costs of return shipment and storage shall be paid by the Customer, while the Customer shall furthermore be obliged to fulfill his obligations to the Seller as if delivery had taken place.

#### Article 8 - Property and risk

8.1 As soon as the goods are delivered to Customer, Customer is fully liable for all damage of the goods.

8.2 Seller remains owner of the goods until all goods are paid by Customer. Owner is liable.

8.3 When goods are still owned by Seller, but already been transferred to Customer, Customer is responsible for proper storage conditions. In addition, Customer should insure these goods against theft and damage during this period.

8.4 In case the Customer returns the goods in mutual agreement with the Seller, risk will be transferred to Seller as soon as goods have been checked and accepted by Seller. The Customer shall then be credited with the market value (which on no account can be higher than the original purchase price), reduced by the damage suffered and costs incurred by the Seller.

#### Article 9 - Invoice and payment

9.1 Unless other specific agreements are made, Customer has to pay goods when an agreement has been reached on an Order.

9.2 Invoices shall fulfill the requirements set by Tanzania Regulatory.

9.3 Payments are made in currency stated on the invoice. All payments must be made to the account details provided by the Seller.



9.4 Seller has the right at all times to require a provision of security from the Customer.

9.5 A standard fee of € 40,- will be charged from Seller to Customer in case of untimely payment by Customer. In addition, all other costs incurred will be charged extra to Customer.

9.6 Additional costs made by Seller due to not paying invoice at all, will be charged extra to Customer.

#### Article 10 - Quality

10.1 Seller shall guarantee that goods are original and originating from the manufacturer stated on the packaging and labels (therefore not produced under license either).

10.2 Supplier shall guarantee quality intended by said manufacturer and without any faults. Goods are new, not damaged and in accordance with national and international rules and regulations.

#### Article 11 - Returning goods

It is not permitted to return any goods delivered by the Seller without the Seller's prior written consent. Should any return shipments take place, shipment is done at the expense and risk of the Customer. Unless explicitly agreed upon otherwise, the return of the goods shall be sent to the logistic center of the Seller.

#### Article 12 - Complaints and guarantees

12.1 Complaints can only refer to quantity or not delivering the right goods according agreement made.

12.2 All complaints shall be made in writing within 24 hours after the delivery. Complaints made more than 10 working days after arrival date of the goods will not be taken into consideration. The complaint must include a complete description of the alleged defects, on default of which any claim in this respect shall become void.

12.3 Seller is only obliged to deliver new goods, or take care of proper repair when above stated applies.

#### Article 13 - Recall

When a recall occurs, Seller is obligated to inform the Customer immediately after announcement is made by the manufacturer.

