

PURE HEALTH PO TERMS AND CONDITIONS

PURE HEALTH MEDICAL SUPPLIES L.L.C is a limited liability company organized and existing under the laws of the United Arab of Emirates, having its principal place of business at 1302, Vision Tower, Business Bay, Dubai, UAE, P.O. Box 283572, Dubai, UAE, Commercial License no# 678868 (the **Customer**).

1. Glossary of Terms:

Vendor: means any person, company and/or entity acknowledging this T&C and will be in direct commercial relation with the Customer in accordance with all the provisions herein mentioned. Vendor and Customer herein referred to collectively as Parties

Affiliate of the Vendor means, any person directly controlling, controlled by, or under direct or indirect common control with, the Vendor;

Applicable Laws means the law of United Arab Emirates or any applicable law, enactments, regulations, regulatory policies, industry codes that might be applicable in each case, to the extent permitted and do not contradict with United Arab Emirates Law.

Effective Date means the date of signing this T&C or the Purchase Order whichever is earlier;

Prices has the meaning given in Clause 3;

Term has the meaning given in Clause 15;

Tax means all taxes without limitation applicable under this Terms and Conditions obligations.

VAT means Value Added Taxes as interpreted by UAE law.

PURCHASE ORDERS (PO): means the official documents sent from the Customer to the Vendor in accordance to this T&C based on which the Vendor shall supply, and the Customer shall purchase, the Vendor's Products from time to time.

Product(s): means any item(s) and/or service(s) offered for sale by the Vendor and will be purchased by the Customer for a specified amount.

Intellectual Property Rights (IPR) means (a) copyright, patents, database rights and rights in

trademarks, designs, trade secrets, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Purchase Orders: shall be made in accordance with this T&C and under its provisions. Once a PO is accepted by the Vendor, it constitutes a contract between the Parties, incorporating this T&C. The Vendor shall be deemed to accept each PO after 5 business days from its submittal. If there is any conflict or inconsistency between the terms of this T&C and any PO, the terms of a PO shall take precedence. The Vendor acknowledges that the Customer is under no obligation to purchase from the Vendor all or any of its requirements for the Products or any similar Products unless mutually agreed between both Parties in a written separate agreement mentioning otherwise.

3. PRICES: Prices for each Product shall be as specified in the relevant PO. All prices shall be specified and mentioned as inclusive or exclusive of VAT or any other Tax. The product Prices are fixed for the Term and may be adjusted in accordance with Clause 4 (if applicable).

4. PRICE CHANGE:

4.1 If any Applicable Laws specify or control the price of a Product, the Vendor shall give the Customer prompt written notice of each change in the regulatory pricing of the Product.

4.2 The Vendor is entitled for Price change only if; (a) the price change in the Product is due to Vendor's manufacturer change of price, in such case sufficient documents shall be provided to the Customer to validate such change, (b) it is mutually agreed in a written format between both Parties to change the Prices, (c) if it is reasonably proven to the Customer that similar Products are sold by the Vendor with a decreased Price, in such case the Vendor shall immediately decrease the prices to match such decrease unless otherwise agreed between both Parties and (d) the Customer has the right to benchmark the Vendor's prices at any time during the term of the

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related contract or relevant PO but not more than twice during any twelve (12) calendar month period. The benchmark shall accurately reflect the currently committed specifications, service levels & volumes/forecasts. Should the benchmark reveal prices that are more competitive than the Vendor's prices, the Vendor shall be given the opportunity to reduce its prices to match those from the benchmark evaluation. In such case if the Vendor fails to match the benchmark prices the Customer has right to terminate the related contract or relevant PO by giving the Vendor thirty days' notice in writing. The Vendor will not be subject to any compensation as a result of such termination.

5. PAYMENT TERMS: The Vendor may invoice the Customer for each PO after the delivery of the Products. Each invoice shall state the relevant PO number and date attached to the relevant delivery note signed by the Customer. The Vendor must submit to the Customer (a) VAT compliant tax invoice, (b) valid Trade License, (c) EID/Passport copy of the authorized signature and (d) power of attorney for the authorized signature (if required) as a pre-condition to fulfil any payment. The Customer shall pay each undisputed invoice within ninety (90) days from the invoice receipt date, unless otherwise agreed between both Parties under the relevant PO.

6. VENDOR WARRANTIES

6.1 The Vendor represents and warrants to the Customer that each Product supplied under this T&C upon receipt by the Customer shall (if applicable): (a) conform to any product specification for that Product (b) be free from defects in design, material and workmanship (c) have the minimum shelf life as specified in the PO, if applicable (d) be made of entirely new materials; (e) be of satisfactory quality (f) comply with all Applicable Laws and practices that are applicable to such Products including those requirements of any medical authorities or certification bodies for which the Vendor claims compliance or certification, including, without limitation, Joint Commission International, the United Arab Emirates Ministry of Health and Prevention, the Dubai Health Authority, Department of Health - Abu Dhabi and any other

relevant medical authority having such jurisdiction.

6.2 The Vendor represents and warrants that it shall maintain in force all licenses, permissions, authorisations, consents and permits needed to supply and manufacture (if the Vendor manufactures the Product itself) the Product in accordance with all applicable laws and the terms of this T&C.

6.3 This T&C constitutes legal, valid and binding obligations for the Parties in accordance with its terms. Therefore, both Parties warrant the other that it has the power to execute, perform and deliver this T&C and each PO accordingly.

6.4 The Vendor represents, warrants and undertakes to the Customer that the performance of its obligations under this T&C or any relevant PO, possession and use of the Products: (a) Shall not infringe the IPR of any third party; or (b) Create any conflict of interest for both Parties to fulfil their obligations and will notify the Customer if any circumstances arise in which the Vendor will or may be conflicted; or (b) Constitute a default under any provision of: (i) its constitutional documents; (ii) any agreement or instrument to which it is a party; or (iii) any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which it is bound; and (c) while providing the Products the Vendor may become aware of some information relating to the Customer, its affiliates or a third party (which information may include inside or material non-public information). The Vendor shall not use such information: (i) in a manner inconsistent with the terms of this T&C; (ii) in a capricious manner; or (iii) (where applicable) to deal in securities of the Customer, any of its affiliates or any third party to which (all or some of) the information relates, nor encourage another person to so deal except as permitted by law. The Vendor will promptly notify the Customer details of any use of inside information in breach of this Clause; and (d) while providing the Products, the Vendor will be in full compliance with all Applicable Laws. (e) the Vendor and all of its personnel owe a duty of loyalty to the Customer and may not use their positions to profit personally at the expense of the Customer (financially or otherwise).

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- 7. PRODUCTS DELIVERY:** The Vendor shall deliver the Products to the delivery location and by the delivery date both specified in the PO. Each delivery of the Product shall be accompanied by a packing list which contains the PO copy/number, the type and quantity of Products and any other information as required or specified in the PO. If Products are not delivered on the delivery date specified in the relevant PO the Customer may at its option claim or deduct 2% of the Price of such delayed Products for each week's delay (or part thereof) in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the relevant PO. The Customer has the right to terminate the relevant PO if the Vendor reached the maximum liquidated damages as set above. The Vendor shall adhere to the delivery protocols and processes set out by the Customer. For all items the maximum standard lead time will be 150 days unless otherwise agreed under the relevant PO. Blanket local PO might be issued and delivery will be called as per business needs.
- 8. DEFECTIVE PRODUCTS:** If any Product delivered to the Customer does not conform with the requirements of this T&C (including not complying with the warranties) the Vendor shall be in breach of the PO and, without limiting any other right or remedy that the Customer may have, the Customer may: (i) terminate the PO immediately without any liability whatsoever; (ii) reject the Product(s) (in whole or in part) and the Vendor shall replace the non-conforming Products at the Vendor's risk and expense within 5 business days or to provide a full refund of such Products (if paid); or (iii) recover damages for any other costs, expenses or losses resulting from the Vendor's failure to carry out its obligations under this T&C (including, without limitation, all costs, expenses or other losses which the Customer is required to pay or credit to third parties). If the Vendor fails to promptly replace rejected Products, the Customer may, without affecting its rights under this T&C, obtain such Products from a third-party.
- 9. EXPIRED PRODUCTS** (Only in case of manufacturer or unless otherwise agreed with the Vendor in the relevant PO): No more than three (3) months prior to the expiry of the shelf-life of any unused Products the Customer may, by written notice, request the Vendor to collect and replace such Products. The Vendor shall promptly, and at its cost, collect and remove the Product the subject of such notice and replace it with Product that complies with these general terms. Minimum shelf life for each item to be included in Annex. Any items supplied below 2/3rd of Minimum Shelf Life, should be received against undertaken letter and should be replaced by vendor if unconsumed.
- 10. PRODUCT RECALL:**
- 10.1 Without prejudice to clause 9, the Vendor may, on written notice to the Customer, require the Customer to conduct a recall of a Product. The Customer will undertake each recall in accordance with Applicable Laws and the Customer's internal policies and procedures for recalls. The Vendor shall co-operate with, and give all reasonable assistance to, the Customer in conducting each recall and shall promptly reimburse the Customer for the costs of conducting each recall and shall be held liable against any third-party claims arising out due to such recall.
- 11. SAMPLES:** The Vendor shall provide samples of Products free of charge for evaluation purposes. Samples will be accompanied by delivery documents that also include the Vendor's name and address and any product literature requested in relation to the Product.
- 12. TITLE AND RISK:** The title and risk in Products delivered to the Customer shall pass to the Customer upon delivery and acceptance by the Customer on the delivery note except in respect of loss or damage arising out of or in relation to expiry of the Product. The Vendor warrants and undertakes that title to each Product shall pass to the Customer free of all liens, charges and other third-party interests.
- 12.1 Delivery of the Products shall be completed on the completion of unloading the Products at the Customer specified location. Time is of the essence in relation to the delivery date. Customer may inspect and test the Products at any time before delivery. The Vendor shall remain fully responsible for the Products despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Vendor's obligations. If following such inspection or testing Customer considers that the Products do not conform or are likely to comply with the Vendor's undertakings in this T&C, Customer shall inform the Vendor and the last shall immediately take such remedial action as is necessary to ensure compliance.

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13. Insurance:

13.1 The Vendor will, during the term of this T&C, maintain adequate insurance cover and will provide, on Customer’s request, an insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance on Customer’s request.

13.2 The Vendor will be responsible for new works being installed or erected at Customer’s or end customers premises and will maintain adequate insurance to cover loss or damage to such works until completion of the related contract or relevant PO.

14. CONFIDENTIALITY:

14.1 Each Party agrees to keep strictly confidential all and any information, technical data, or know-how including, but not limited to, information relating to equipment, Product(s), software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities (“Information”) disclosed by one Party (the “Disclosing Party”) to the other (the “Recipient Party”) either directly or indirectly in any form and must not disclose it to third parties without the prior written consent of the Party who disclosed the Information. The Information must not be used by the Receiving Party for any purpose other than in connection with the Receiving Party’s performance under this T&C.

14.2 The Receiving Party shall protect such Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential Information of a similar nature. The foregoing obligations do not apply to any Information which: (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the contemporaneous written records of the Receiving Party; (c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; (d) is at any time

independently developed by the Receiving Party as proven by its contemporaneous written records; or (e) is expressly authorized in writing by the Disclosing Party. In addition, the Receiving Party may disclose Information of the Disclosing Party to the extent required by law, court order or mandatory order of a governmental agency (in which case the Receiving Party will give the Disclosing Party as much notice thereof as reasonably practicable and will make the required disclosure subject to confidentiality protection to the extent reasonably available).

14.3 Each Party agrees (both as the Disclosing Party and as the Receiving Party hereunder) that: (a) the Receiving Party may disclose Information to an affiliate but only to the extent that such affiliate has a need to know such Information in order to carry out the purpose described herein; (b) disclosure by or to an affiliate of a Party hereto is deemed to be a disclosure by or to that Party, as applicable; and (c) each Party ensures that its affiliates will protect such Information at least at the same level required of such Party itself.

14.4 Confidential Information is deemed to be the property of the Disclosing Party, and the Receiving Party will, upon receipt of a written request from the Disclosing Party, return all Information received in tangible form to the Disclosing Party or destroy all such Information and all copies.

14.5 Each Party agrees to limit access to Information to those of its employees for whom such access is reasonably necessary or appropriate for the proper performance of obligations under this T&C. Insofar as the Disclosing Party has given its consent, the Receiving Party ensures to limit access to Information to those of its representatives, contractors, advisors, subcontractors or suppliers (together: “Delegates”) for whom such access is reasonably necessary or appropriate for the proper performance of obligations under this T&C and that it will enter into non-disclosure agreements with these Delegates which provide at least the same level of protection as described herein.

14.6 The provisions of this clause 14 will bind the Parties for a period of five (5) years from the date of signature on this T&C or, in respect of every Information later disclosed hereunder, a period of

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three (3) years from disclosure, whichever period is longer, regardless of any earlier termination, cancellation or completion of this T&C and any related PO.

15. TERM AND TERMINATION:

15.1 Unless otherwise terminated in accordance with this Clause 15, this T&C shall remain valid starting from the date of Vendor signature and shall apply to any PO issued by the Customer for the Vendor during until terminated.

15.2 Both Parties shall have the right, without prejudice to its other rights or remedies and without the need for a judicial order, to terminate this T&C immediately by written notice if any Party is in material breach including payments and any of its obligations under this T&C or any related PO.

15.3 The Customer shall have the right to terminate for convenience upon providing not less than thirty days' written notice to the Vendor.

16. LIMITATION OF LIABILITY:

16.1 Nothing in this T&C excludes or limits either Party's liability: (a) for fraud, theft or any similar dishonesty offence; (b) for willful misconduct, gross negligence, corrupt practices or willful abandonment; (c) for death or personal injury caused by its negligence or that of its employees or agents; (d) to the extent that any Applicable Law precludes or prohibits any exclusion or limitation of liability.

16.2 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage whether arising for breach of this T&C and any related PO or otherwise, including any loss of profits, business, goodwill or anticipated savings.

16.3 Total liability of the Vendor under any PO shall be limited to such PO total Price.

16.4 The Vendor waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Vendor that is inconsistent with these T&C unless otherwise clearly stated in the related contract or relevant PO.

16.5 This Clause 16 shall remain in full force and effect notwithstanding any termination or expiry of this T&C.

17. NOTICES: Any notice served in respect of this T&C or any related PO will be sent by courier or hand delivered to the principal address of the Customer or the Vendor stated in the relevant PO, and will be deemed to have been received at the time of signature of the delivery receipt.

18. ASSIGNMENT AND SUBCONTRACTING: The Vendor may not assign, transfer and/or subcontract any of its rights or obligations under this T&C and any related PO without the prior written consent of the Customer.

19. SURVIVAL OF OBLIGATIONS: Any termination of a PO shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or continuation in force of any provisions of this T&C which are expressly or by implication intended to come into force or continue in force on or after termination of the relevant PO.

20. GENERAL:

20.1 No Agency: Nothing in this T&C shall create a partnership, joint venture or agency relationship between the Parties.

20.2 Waivers: Any waiver by either Party hereto of any rights arising from a breach of any terms or conditions of this T&C shall not be construed as a continuing waiver of other breaches of the same nature or other covenants or conditions of this T&C.

20.3 No Exclusivity: Unless otherwise agreed upon, nothing in these T&Cs shall confer any rights of exclusivity on the Vendor, and the Customer shall be free to purchase Products similar to those supplied by the Vendor from any supplier at the Customer's absolute discretion.

20.4 Amendments: except as otherwise expressly provided herein, neither this T&C nor any provision hereof may be amended or waived except in writing and signed by both Parties.

20.5 The Vendor will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption and ensure compliance by any of its sub-contractors.

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20.6 If any term of this T&C or any related PO is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: (a) the legality, validity or enforceability in that jurisdiction of any other term of this T&C or any related PO; or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this T&C or any related PO.

20.7 Each Party shall pay any costs and expenses incurred by it in connection with entering into this T&C and any related PO.

20.8 Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this T&C and each related PO.

20.9 Any communication or notice given in connection with this T&C must be in English.

20.10 A person who is not a party to this T&C may not enforce any of its terms.

21. GOVERNING LAW AND JURISDICTION:

21.1 This T&C and each related PO shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai.

21.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this T&C or the breach, termination or validity of this T&C shall be finally settled by the courts of Dubai, which have exclusive jurisdiction.

WHEREAS the Parties have hereby caused their duly authorised representatives to execute this Agreement on the date first above written.

SIGNATORY

For and on behalf of

Name:

Designation:

Date: