

GENERAL TERMS AND CONDITIONS OF PURCHASE

of the company

Wild Technologies, s.r.o

Clause 1 General provisions; Applicability

The present General Terms and Conditions of Purchase (hereinafter "**GTCP**") shall apply, as part of the contract, to all purchase contracts, lease or tenancy contracts, contracts for work or services and any other contracts with suppliers of **Wild Technologies, s.r.o.**, registered office in Coburgova 84/7607, 917 48 Trnava, IDN: 36 280 241, registered in the Commercial Register of District Court Trnava, section: Sro, folio number 18109/T (hereinafter referred to as "**WILD**" or the "**Customer**").

These GTCP shall apply not only to a single specific transaction between us and our supplier, who has accepted the GTCP, but also to all future transactions between the supplier and us, even if they are not separately referred to in the specific case.

General terms and conditions or other general terms and conditions of sale of our contractors that may otherwise exist in any form whatsoever and which are in conflict with, amend or deviate from these GTCP shall not be deemed agreed in cases where one of the parties is the company WILD, even if such "other" general terms and conditions are known to the parties and not expressly objected to; this shall also apply where in this regard the company WILD does not expressly object to a future contractual or other document in which the contractor refers to his other general terms and conditions.

These GTCP regulate in more detail the rights and duties arising from contracts between us and our suppliers and shall therefore constitute an integral part of every contract concluded between us and our suppliers.

Clause 2 Purchase order; Conclusion of contract

Purchase orders, agreements, side agreements, amendments and the like shall only be legally binding if made in writing; this shall equally apply to changes to purchase orders (Section 40 of the Slovak Civil Code in conjunction with Section 272 of the Slovak Commercial Code). Amendments to the content of contracts shall be accepted only if made in writing and shall always require our written approval in addition. The Customer may cancel its purchase orders until receipt of the offer or the acknowledgment of the order or until expiry of the deadline for automatic acceptance as defined in Clause 3 of these GTCP, without being obliged to pay damages, reimbursement of costs or any other payments to the supplier.

Offers submitted to us as the Customer by our potential contractors shall be valid for 90 calendar days from the time we receive the same; all offers submitted to us shall be free of charge and non-binding even if they are made at our request. When submitting an offer the offeror shall strictly adhere to our request and expressly point out any deviations; inaction and/or silence on our part regarding deviations, requirements, proposals, etc. shall not be considered our approval of such changes. As the Customer we shall be bound to accept deviations only if we have granted our written approval. Offer documents presented to us will not be returned by us; specimens shall be made available to us free of charge.

Clause 3 Acknowledgment of orders; Cancellation

As a matter of principle our purchase orders shall be accepted by returning a copy of our order (the purchase order) that has been signed by the supplier. If the supplier fails to respond to an order received by him, including by fax or email, within 14 calendar days, such (in)action on his part shall

be deemed acceptance of our purchase order unless agreed otherwise in a separate written agreement between us and the supplier.

The above-mentioned period of 14 days shall be suspended during the supplier's plant or company holidays, provided that the supplier has informed us of those plant or company holidays in advance.

Changes made by the supplier in the course of acknowledging the order shall be valid only after our written approval.

The Customer shall be entitled to rescind the contract at any time against reimbursement of all costs incurred and evidenced by the supplier by then. The supplier shall not be entitled to claim damages or a contractual penalty from the Customer as a result of the Customer's rescission of contract.

The Customer shall be under no obligation to allow the supplier to perform the contract in any way whatsoever in the case of restrictions resulting from national or international trade or customs regulations or embargoes of any kind.

These GTCP shall apply to our ordering of any kind of services *mutatis mutandis*.

Not only conclusion of the contract but also any modification of and/or amendment to the contract as well as the dissolution of the contract itself shall require written form.

With reference to the civil-law principle of freedom to contract the present GTCP shall be understood as a derogation from optional provisions of the Slovak Civil Code, which shall be legally binding for all parties involved.

Clause 4 Shipping

The supplier shall be in charge of transportation of the goods. The supplier shall hand over all documents related to the goods and/or service and performance at the time and place and in the form stipulated in the contract and these GTCP. Every shipment shall be made in compliance with the Customer's shipping regulations to the address stated in the purchase order (incoming goods department).

Unless stipulated otherwise by separate written agreement, the delivery term DDP - *Delivered Duty Paid* place of destination Wild Technologies, s.r.o, Trnava, shall apply.

For goods from non-EU countries a movement certificate (certificate of origin) **MUST** be enclosed with the shipping papers. In the case of deliveries which do not include proper and complete shipping papers (such as, e.g., delivery note, movement certificate, etc.) we reserve the right to reject acceptance of the shipment at the supplier's cost and risk. All shipping papers, invoices and other correspondence shall state the supplier number, our full purchase order number and our detailed description of the article including article number.

For call orders under the master contract not only the master contract number but also the call order number shall be stated as a reference and the residual quantity remaining under the master contract after such shipment shall be stated as well.

Clause 5 Delivery

The delivery period for partial deliveries (so-called calls) shall be a maximum of 14 days. This shall not apply to delivery periods explicitly agreed between the parties.

Delivery dates shall be binding deadlines. In an exceptional case we shall immediately be advised of any expected delay in delivery. The following contractual regulation regarding legal liability of the supplier for delays in delivery shall remain unaffected thereby.

In the case that the (originally) agreed delivery date is not met (delay in delivery) we shall be entitled at our option to rescind the order and/or the contract in whole or in part with no obligation to grant a grace period or to pay the costs incurred by the supplier by then. If we agree to accept the goods despite late delivery, the supplier shall bear any and all additional costs necessary to accelerate or complete delivery (e.g. air freight or express freights, additional carriers, etc.). We expressly reserve the right to claim damages for late delivery or non-delivery. We shall not accept any excess quantities or short quantities of goods (deviations in terms of quantity).

If an agreed delivery date is not observed, we shall be entitled to deduct from the invoice a contractual penalty of two (2) thousandth of the net order value attributable to the goods not delivered on time for every calendar day commenced or to claim payment of that contractual penalty from the supplier; however, this shall not release the supplier from his delivery obligation nor shall we be excluded from claiming additional damages from the supplier as a result.

In the case of late delivery we reserve the right to charge the supplier all costs incurred by us due to the delay in delivery, including lost profit.

We shall be entitled to make changes to quantities or dates of orders placed by us in compliance with the contractually agreed response time.

In the case of early delivery the goods may be returned by us at the supplier's costs, the parts may be stored by us in a bonded warehouse until the agreed delivery date and/or payment may be postponed until the agreed delivery date on the basis of which the contractually agreed due date of invoices was calculated. In that case we reserve the right to claim damages from the supplier. If delivery is effected in parts with no agreement to that effect, additional costs of transportation shall be borne by the supplier.

Clause 6 Insurance

We shall take out insurance for the transportation of goods ordered by us which are delivered on the delivery term EXW (ex works - point of delivery) that may have been agreed. In all other cases the supplier shall take out appropriate insurance for the goods.

Clause 7 Scope of deliveries and services; Quality; Origin

The supplier shall be liable for any legal or factual non-conformity with the contract that exists at the time the risk passes to us, even if such non-conformity becomes obvious only thereafter. The supplier shall also be liable for any non-conformity with the contract that occurs after the point in time stated in the foregoing sentence of this Clause 7 and is attributable to a breach of any of his duties, including a breach of warranty that the goods delivered or services provided to us will remain suitable for the usual purpose throughout the agreed term and in particular will continue to possess the properties, features and qualities we requested.

Delivery of goods or services shall be effected completely and in such a way that they are state of the art, as new, and top-quality, comply with all legal provisions, regulations, technical standards and requirements of trade associations applicable in Slovakia and include all usual ancillary and/or additional services and parts that are necessary to ensure the promised delivery properties, even if we have not specified them specifically.

Defective products must be reported by the supplier as soon as the defect is identified (including after the products have been delivered). In addition, all deliveries must comply with regulations of EU law, in particular the REACH Regulation (EC) No 1907/2006 and the RoHS Directive 2011/65/EU, each as amended from time to time. Before entering into the supply relationship the supplier shall provide us with a supplier's declaration in accordance with the legal requirements from time to time and in full conformity with the facts. In addition, the supplier shall immediately and without request advise us of any changes of origin or newly introduced delivery items, if any, and shall also in this regard provide

us with an up-to-date supplier's declaration so that we will at all times hold up-to-date written documents on the origin of the goods that meet the above-mentioned requirements.

The supplier shall be liable for any and all losses or disadvantages we may suffer due to improper or late submission of the supplier's declaration and/or updates of the same. To the extent required, the supplier shall prove his information on the goods' origin by means of an information sheet confirmed by his customs office.

Clause 8
Packaging; Passing of risk; Retention of title

The goods shall be properly packaged safe for transport and in the agreed units. If the supplier possesses an ARA licence number, he shall immediately advise the same to us. Unless otherwise agreed, packaging need not be returned and is included in the delivery price. The supplier shall bear the risk of damage up until the goods are delivered to us, i.e. until the unloading process has been completed and the goods have been put onto the foundation at the agreed place of performance. By accepting our purchase order the supplier acknowledges the exclusion of his right to claim any retention of title to the items to be delivered so that applicability of Section 445 of the Slovak Commercial Code is expressly excluded by mutual agreement of the parties.

Clause 9
Quality; Safety;
Environmental protection

Purchase orders may be executed only in accordance with the specifications and testing arrangements agreed in writing. Any modifications affecting the specifications, or fundamental adaptations to the manufacturing or testing processes may only be made after prior written agreement with WILD. Deliveries shall exclusively be released by WILD, which must be done in writing. Manufacturers are part of the specifications. Dealers may not change a manufacturer, not even if parts are of identical construction. Parts of printed circuit boards or electronic components may be purchased only from authorised, approved and/or licensed suppliers (dealers). Any change of manufacturers is expressly excluded and strictly prohibited.

EOL: Through appropriate internal precautions the contractor/supplier warrants that WILD as the customer will be notified at least 6 months in advance in the case that components or input materials are discontinued. This is intended to give us an opportunity to ensure supply reliability by ordering our all-time needs. The delivered goods must comply with Slovak and international regulations on safety and environmental protection and shall, in particular, not contain cadmium, polychlorinated biphenyls, polychlorinated terphenyls or their compounds.

Clause 10
Sampling and release

Before shipping new serial products, the supplier shall present to us type samples from serial production together with a measurement report. This shall equally apply in the case of initial use of a tool after a design change or tool overhaul.

The delivery note must state the word "Sample" or "*Muster*" by all means. We shall release goods for actual serial production only after approval of the type sample. After release for serial production the materials used and the manufacturing process may only be changed upon our prior written approval.

The goods delivered to us shall be deemed to be in conformity with the contract only if they possess the properties of the specimen the supplier presented to us and only on the condition that the specimen was finally approved by us in writing.

Clause 11 Incoming goods

We shall take delivery of the goods subject to the proviso that the goods delivered to us are in full conformity with the agreed conditions so that the purchaser's duties listed in Section 427 paras 1, 2 and 3 of the Slovak Commercial Code do not apply to us. Neither a confirmation on the receipt note nor an entry in the accounting system by the incoming goods department or payment of the invoice by us shall be considered an acknowledgement of conformity of the shipment with the order.

We expressly reserve the right to claim back from the supplier differential amounts, if any, already at this point.

Clause 12 Warranty; Liability; Product liability

The supplier shall assume full warranty for a guarantee period of 24 months. If the delivered goods are resold, this period shall start to run only when those goods have been delivered to our customer; otherwise it shall start to run only when the goods are processed or upon initial start-up of the finished goods delivered (machines, appliances, tools, etc.).

In the case of delivery of defective goods we may at our option and at the cost and risk of the supplier:

- a) ask the supplier to replace the defective goods, or
- b) improve the defective goods ourselves or have them improved by third parties, or
- c) return the entire shipment or defective parts to the supplier, or
- d) store defective parts in our warehouse or with third parties, or
- e) cancel the contract or claim a price reduction from the supplier.

The supplier shall reimburse us all costs and damages in compliance with national and foreign product liability regulations which we incur or suffer because of deliveries that are not in conformity with the agreement, and shall fully indemnify and hold us harmless.

Upon our request the supplier shall at all times provide us with evidence that sufficient third-party liability insurance has been taken out and is maintained by him.

Notwithstanding our claims for damages, we shall be entitled to cancel the total purchase order if any part of the shipment is defective, and this shall result in no claims of the supplier vis-à-vis us.

Even if goods with hidden defects are used for quite a long time, this shall constitute no approval or waiver of our statutory claims and/or our claims under the contract and these GTCP. The supplier agrees that we shall be entitled to notify defects at any time during the warranty period so that no notification of defects made during the warranty period shall be deemed late notification of defects; we shall be under no obligation to inspect the delivered goods with respect to their type, quantity or quality or in any other respect.

In the case that we are held liable under product liability regulations or comparable national or foreign laws because of (parts of) products/goods delivered to us, the contractor agrees to indemnify and hold us harmless and to fully compensate us for all damage resulting therefrom. At the time of delivery goods must be free from any rights or claims of third parties. Accordingly, under the legal relationship between us and the supplier the actual existence of the presumed defect in title is of no relevance; a defect in title of a delivery shall be deemed to exist whenever a third party asserts a claim vis-à-vis us with regard to the delivery made to us. Several culpable suppliers shall be liable jointly and severally.

Clause 13 Proprietary rights

The supplier represents that the goods delivered to us by him do not infringe upon patent rights, registered design rights, utility model rights, copyrights or any other intellectual property of third parties and that he will indemnify and hold us harmless in the case of legal disputes over patents, registered designs, utility models, trademarks, copyrights or other disputes based on an (alleged) infringement of intellectual property of third parties regarding delivered goods and that he will fully compensate us for the damage suffered in that connection.

Any and all drawings, models, materials, calculations and other information and aids made available to the supplier by us for execution of offers and/or purchase orders shall remain our exclusive and unrestricted property and may not be reproduced, made accessible to third parties or used to execute orders from third parties. They shall be returned to us immediately upon request. Designs of any kind whatsoever which the supplier has produced for us shall become our exclusive property including all rights.

Clause 14 Secrecy

The supplier shall maintain absolute and strict secrecy vis-à-vis third parties about all business matters in the broadest sense of the word concerning us and our customers which have or will become known to him through offer documents and/or orders and/or otherwise in connection with the delivery or service provided to us, including but not limited to all technical and/or commercial data, regulations, models, drawings, designs, know-how and all other business and trade secrets whatsoever. This obligation to maintain secrecy shall not end upon termination of the supply contract or contract for services but shall continue for an indefinite period of time and may not be terminated. The supplier shall ensure that the obligation to maintain secrecy will be complied with by his employees, staff, upstream suppliers and/or subcontractors and he shall be liable for them in this respect. The name or company logo of the manufacturer may be stated on goods, etc. which were produced according to our specifications only upon our express prior written approval. Such approval shall only apply to the specific case for which it was given by us.

Clause 15 Tools

The tools and devices produced at our order and paid by us shall be our exclusive property, which we may use at any time and without additional costs, inclusive of spare parts, maintenance documents, operating instructions and other related rights.

The supplier is instructed and authorised to take delivery of the tools as our representative immediately after completion (time at which title passes to us) and shall mark the same as our property by means of the WILD code and tool number in an inalienable manner. The supplier shall manage our tools for us and undertakes to use the tools made available to him exclusively for executing the orders placed by us. The costs for maintenance of the tools, repairs, meeting the safety requirements, as well as payments for inventor's rights, copyrights, trademark, design or patent rights shall be settled by payment of the delivery price for the entire useful life. The contract documentation including instructions for use and operating instructions shall be retained for at least 10 years after the last delivery. Prior to scrapping of the same, our written approval shall be obtained. Third parties who claim rights to our tools shall be advised of the fact that we hold title to the same. Subsequently, we shall be immediately informed thereof.

Clause 16 Prices; Payment

Unless otherwise agreed in writing all prices shall be lump-sum prices DDP Wild Technologies, s.r.o., Trnava, and shall include all ancillary services and expenses, including transportation, unloading, packaging, etc. Supplements or amendments to purchase orders or purchase orders for spare parts shall equally be subject to the terms of the principal purchase order. Price increases made after

conclusion of the contract shall neither be permitted nor effective. Goods that are subject to different customs clearing processes shall be invoiced separately. Payments shall exclusively be effected by bank transfer after receipt of the invoices, and not prior to complete performance by the supplier. Invoices that do not contain our purchase order number cannot be processed by us and will be returned. We shall be entitled to offset claims we or our affiliates may have against claims of the supplier, irrespective of whether our claims are due or not.

The standard payment terms are: if we pay the invoice within 14 days of receipt, we shall be entitled to deduct a 3% cash discount from the invoice amount; in the case of payment within 60 days we will pay the net amount without being entitled to the above-mentioned cash discount.

In the case of defective or poor performance we shall be entitled to withhold the total payment until full and proper performance without losing our right to rebates, cash discounts and the like. All money transfer charges shall be borne by the supplier.

In the case of delivery before the contractually agreed delivery date the payment period shall commence on the day which was agreed as the delivery date between us and the supplier.

Assignments of claims resulting from a delivery made to us shall only be permitted upon our prior written agreement.

Claims arising from defective goods or defects in the provision of services shall become statute-barred after the statutory periods of limitation but not earlier than one calendar year after delivery of the goods and/or services was taken. Commencement of the periods of statutory limitation shall depend on the relevant provisions of the Slovak Commercial Code unless stipulated otherwise in the contract between us and the supplier or these GTCP.

Our claims for damages shall become statute-barred four years after knowledge of the damage and not later than ten years after we have taken delivery of the goods/service. In the case of non-fulfilment of contractual performance obligations fault on the part of the supplier will be presumed during the period of statutory limitation so that for ten years after delivery of the goods and/or provision of services the supplier shall have to prove that he fulfilled his contractual and statutory obligations in a proper, timely and orderly manner.

Clause 17 Physical access

The supplier guarantees WILD, WILD's customers and public authorities in charge of medical products the right to enter the premises of the supplier's organisation if appropriate notice is given in advance.

Clause 18 Statutory retention period

All documents must be retained for at least 15 years.

They may be destroyed only after expiry of the above-mentioned period and subject to prior written approval from WILD.

Clause 19 Subcontractors

Our orders may not be subcontracted in whole or in part unless we agree in writing beforehand.

The supplier shall be liable for personal execution of our order. If, despite the foregoing, the supplier uses a third party to perform the contract, he shall be liable vis-à-vis us in the same way as if he alone had performed the contract.

Clause 20 Advertising

Our company name may not be used for advertising purposes unless we have given our prior written consent.

Clause 21 Applicable law; Place of jurisdiction

The place of performance for deliveries of goods and/or provision of services in accordance with these GTCP shall be Trnava. In compliance with Article 23 of Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I Regulation) the parties agree that the Slovak court having jurisdiction over the place of the customer's registered office, i.e. the registered office of Wild Technologies s.r.o, shall have exclusive subject-matter, local, causal and functional jurisdiction.

Legal relationships between us and the supplier shall be governed by the relevant provisions of Slovak law; the conflict of laws rules of private international law, UN Sales Law (the United Nations Convention on Contracts for the International Sale of Goods) and other conflict of laws rules shall be excluded unless provided otherwise in other provisions of these GTCP or a separate written agreement.

Applicability of the provisions of Sections 412 to 443 of the Slovak Commercial Code is expressly excluded by mutual agreement of the parties to the extent to which the statutory provisions are in conflict with these GTCP and/or the contract concluded between us and our supplier.

Applicability of all other optional provisions of Slovak law which are in conflict with these GTCP and/or the contracts concluded between us and our contractors shall likewise be excluded.

If the supplier's registered office is in a country with which the Slovak Republic has concluded no convention on the enforcement of decisions of the courts of law, the parties agree that all disputes arising out of these GTCP and all contracts governed by these GTCP or over the violation, termination or nullity of the same shall be finally settled by a sole arbitrator of the court of arbitration of the Slovak Chamber of Commerce and Industry (hereinafter referred to as the "**SOPK Arbitration Court**"), having its seat in Bratislava, in accordance with the rules of procedure of the SOPK Arbitration Court. The language of arbitration shall be Slovak. The arbitral tribunal shall sit in Bratislava.

Clause 22 Severability clause

If any provisions of these GTCP are or become ineffective, this shall not affect the validity or effectiveness of the remaining provisions. In that case the invalid and/or ineffective provision shall be deemed replaced by a valid and effective provision that comes as close as possible to the business purpose.