

SMITH & NEPHEW HEALTHCARE PVT LIMITED

TERMS AND CONDITIONS FOR DIRECT PURCHASES OF S&N PRODUCTS (“Products”)

These Terms and Conditions shall apply to all direct purchase orders for Products submitted by you and, unless otherwise expressly agreed in writing by S&N, shall supersede and prevail over any other terms and conditions of sale which are purported to apply to the sale of Products to you.

ORDER PLACING

Orders may be placed by emailing orders to Smith & Nephew Healthcare Pvt Limited (“S&N”). Please contact your S&N representative for details. When ordering, please specify:

1. Customer account number;
2. Purchase order number and date;
3. Shipping and billing address, including postal code;
4. How items will ship including special shipping instructions, if any;
5. Product item numbers; and
6. Agreed discount (if applicable), together with a copy of approval from S&N
7. Quantities desired, price, aggregate amount to be paid, tax percentage and amount, total amount of order pre and post tax.

All Products are priced by the package quantity. Products can only be shipped in multiples of the listed package quantity. You shall be responsible for ensuring the accuracy of each purchase order. S&N may, acting reasonably, be entitled to reject a purchase order for reasons including, but not limited to, if a purchase order does not comply with the required format or you are late in payment in respect of any previous purchase order.

PAYMENT TERMS AND PRICE; TAXES

Payment will be due and payable within thirty (30) days of receipt of a confirmation of order from S&N. S&N reserves the right to discontinue Products or to change specifications, designs, prices, or the terms and conditions of sale at any time. Prices are subject to applicable tax. Except as otherwise specifically set out in a written agreement between the parties, **PRICES ARE SUBJECT TO CHANGE UPON WRITTEN NOTICE FROM S&N.**

REMITTANCE ADDRESS

Payment should be mailed to the address referenced on your statement and invoices.

LIMITED WARRANTY; LIMITATION OF LIABILITY

Products are warranted to conform in all material respects to S&N's standard specification for a particular Product in effect at the time of Product delivery to customer for the S&N standard warranty period for the Products (as may be amended from time to time) (“Warranty Period”). Please contact your S&N Representative to confirm such Warranty Periods.

For any Product found to be defective during the Warranty Period, this warranty provides and is restricted to, as elected by S&N, either (i) repair or replacement of such Product without charge and within a reasonable period of time or (ii) a refund or credit in the amount of the purchase price of such Product. This warranty does not cover and is voided by any of the following: (i) Products packaged or labeled by someone other than S&N or its authorized agents; (ii) Products not used in compliance with the specifications, instructions or claims for use of the Products; (iii) damage due to misuse, reprocessing, alteration, unauthorized repair or negligent handling or damage due to lack of care by the owner, user, or handler of the Products including but not limited to storage, handling or cleaning; and (iv) any other damage inflicted to Products by the owner, user or handler.

This warranty applies only to the original purchaser from S&N or its authorized distributor and is not transferable. **THIS WARRANTY IS THE SOLE WARRANTY OF SMITH & NEPHEW. ALL OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.** Except as set out above in this warranty, S&N will not be liable for any losses, whether arising from breach of contract, tort (including negligence) or otherwise, and whether or not flowing directly, indirectly or as a consequence of such breach, tort or other cause. This includes, but is not limited to, loss of profit or anticipated savings, loss of anticipated profit, economic loss, loss of data, wasted expenditure and loss of reputation or goodwill.

COMPLIANCE

Customer agrees to comply with all applicable laws in connection with Product pricing, including all standards applicable to disclosure and reporting the existence and terms of discounts to any applicable governmental authority, agency or similar body.

RETURNS

Returns will only be accepted in accordance with S&N's Returns Policy (as may be amended from time to time), a copy of which shall be provided to you upon request. Written authorization for return must be obtained from your S&N Customer Service representative. This authorization must be referenced with the return. The authorization should be in the S&N format provided and should contain the details required as per the format.

SERVICING AND REPAIR

Repairs and servicing will be carried out in accordance with S&N's Repairs and Servicing Policy (as may be amended from time to time), a copy of which shall be provided to you upon request. Written authorization for return must be obtained from your S&N Customer Service representative. This authorization must be referenced with the return. The authorization should be in the S&N format provided and should contain the details required as per the format.

DELIVERY

Time of delivery shall not be of the essence. Stated delivery times are an estimate only. We shall not be liable for any loss (including loss of profit), liability or expense caused directly or indirectly by any delay in the delivery of the Products. We give no guarantee of the exact quantity of Products delivered, but in the event that the quantity of Products delivered does not correspond with the quantity (including any relevant tolerances) stated on the purchase order, you shall only be liable to pay for the amount actually delivered, in the case of under-delivery or for the price in the event of over-delivery (subject to allowing us to collect the surplus Products).

LIEN: WE SHALL RETAIN TITLE TO ALL PRODUCTS AND HAVE A LIEN (TO THE EXTENT PERMITTED BY LAW) ON ALL PRODUCTS DELIVERED TO YOU UNTIL PAYMENT FOR THE PRODUCTS DELIVERED TO YOU HAS BEEN RECEIVED BY US IN FULL.