General Terms and Conditions of Sale for Products and Services

1. Definitions

1.1 "**Affiliate**" shall mean any entity which Controls, or is Controlled by, or is under the common Control with another entity.

1.2 "**Agreement**" the Agreement between B. Braun and the Contractual Partner for the sale and supply of Products including; the Quotation, the Fixed Pricing Agreement or Commercial Term Sheet or Pricing Agreement (if applicable), the Purchase Order (if applicable), these Terms and Conditions of Sale and any other Schedules, Appendices or other documents agreed by the parties.

1.3 "**aRMMs**" the Additional Risk Minimisation Measures as required by the Risk Minimisation Plan for a product (as defined in EMA Guideline on good pharmacovigilance practices (GVP) Module XVI).

1.4 "**B. Braun**" the company who supplies Products and Services to the Contractual Partner.

1.5 "**B. Braun's Central Warehouse**" Unit 8 Distribution Centre, Thorncliffe Park, Sheffield, S35 2PW.

1.6 "**Business Day**" shall mean a day (other than Saturday, Sunday or a public holiday in England) between 9am and 5pm.

1.7 "**Cascade Exemption**" shall mean the legislative provision in the Veterinary Medicines Regulations 2005. If there is no suitable veterinary medicine in the UK to treat a condition, the veterinary surgeon can prescribe a medicine authorised for human use. The veterinary surgeon must use a specific decision tree before prescribing such a medicine for animal use.

1.8 "**Certificate of Disposal**" the certificate required to be provided to B. Braun to confirm that the Products have been lawfully disposed of by the Contractual Partner.

1.9 "**Conditions**" these terms and conditions as amended from time to time.

1.10 "**Contractual Partner**" the person or firm or company to whom B. Braun agrees to supply the Products.

1.11 "**Intellectual Property Rights**" shall mean any patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how, trade secrets, whether registered, registerable, and if registerable, whether registered or not, and any applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

1.12 "**Licensed Wholesale Dealer**" shall mean a wholesale dealer who holds a current WDA(H) license.

1.13 **"Personnel"** shall mean employees, officers, agents and contractors, including temporary or casual staff.

1.14 "**Products**" shall mean pharmaceutical or medical devices.

1.15 "**Quotation**" the quotation by B. Braun stating the price at which, and time period during which, it will supply the Products and/or Services to the Contractual Partner.

1.16 "**Record Form**" B. Braun's Pharmaceutical Products Returned from Licensed / Unlicensed Premises Form.

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"**Re-Usable Surgical Instruments**" an instrument intended for surgical use in cutting, drilling, sawing, scratching, scraping, clamping, retracting, clipping or similar procedures, without a connection to an active device and which is intended by the manufacturer to be reused after appropriate procedures such as cleaning, disinfection and sterilisation have been carried out (as defined in Medical Device Regulation 2019/08).

1.17 "**Services**" the services agreed to be provided to the Contractual Partner by B. Braun.

2. General

2.1 Headings are purely for ease of reference and do not form part of or affect the interpretation of the Conditions.

2.2 In the event of a conflict the contractual documents shall be applied in the following order:

2.2.1 the Quotation; and/or

2.2.2 The Fixed Pricing Agreement or Commercial Term Sheet or Pricing Agreement; and

2.2.3 These Conditions; and

2.2.4 Any other Schedules, Appendices or documents agreed by the parties.

2.3 No other terms and conditions or warranties are to be incorporated into the Agreement unless agreed expressly in writing by B. Braun. In particular, the Contractual Partner's terms and conditions are expressly excluded whether provided in full, referred to in other documents and whether before or after the Agreement is formed.

2.4 The Agreement will be formed upon confirmation of acceptance of the Contractual Partner's purchase order by B. Braun.

2.5 B. Braun may update or amend these Conditions from time to time to comply with law or to meet changing business requirements without notice to the Contractual Partner.

3. Prices

3.1 All prices stated in the Quotation are exclusive of VAT.

3.2 All prices quoted are subject to change up to the date of delivery, subject to prior written notice by B. Braun.

3.3 All orders, placed by the Contractual Partner of the value of £1,000 or under, will be subject to a standard delivery carriage charge of £10 plus VAT, to be paid by the Contractual Partner to B. Braun.

3.4 For all orders over the value of £1,000, standard delivery will be free of charge.

3.5 The following charges, to be paid by the Contractual Partner to B. Braun, will apply for special delivery requirements: Next day before 10.30am - £25.00 – postcode and supply route restrictions apply:

Next day before 12 noon - £12.50 – postcode and supply route restrictions apply
Saturday before 12 noon - £22.00 – postcode and supply route restrictions apply
Same day – postcode and supply route restrictions apply – cost dependent on size of order

4. Delivery

4.1 Time is not of the essence in relation to delivery of the Products or provision of the Services. The Contractual Partner shall have no right to damages or to cancel the order for any failure to meet any delivery times stated.

4.2 Contractual Partners outside of the UK shall be solely responsible for obtaining all import authorisations and paying all import and export charges and duties.

4.3 If B. Braun is exporting Products out of the UK, B. Braun will inform the Contractual Partner of the Incoterms® which will apply to the relevant delivery. In the absence of any such notification from B. Braun DAP of Incoterms® 2020 will apply.

5. Risk and Title

5.1 Upon risk and title passing to the Contractual Partner, payment is due to B. Braun within the specified time required, as detailed in the invoice. Any unpaid invoices will be pursued as a debt and will be payable on demand.

5.2 Risk and title shall pass to the Contractual Partner upon completion of delivery of the Products.

6. Additional Risk Minimisation Measures

6.1 Where the Contractual Partner purchases Products from B. Braun for onward sale to a customer, which are subject to aRMMs as required by the Risk Minimisation Plan of a product, for example, educational materials, the following terms will apply:

6.1.1 B. Braun will notify the Contractual Partner of any aRMMs associated to the Products;

6.1.2 the Contractual Partner will have full responsibility for the communication and supply of any aRMMs to their customers; and

6.1.3 the Contractual Partner shall maintain full records of compliance with clause 6.1.2 and provide evidence of this at B. Braun's request for the purposes of audit and inspection.

7. Terms of Payment

7.1 Payment is due to B. Braun within 30 days of the invoice date.

7.2 Each consignment or partial delivery shall be invoiced and paid for separately.

7.3 No disputes arising under the Agreement nor delays in delivery beyond the control of B. Braun shall interfere with the prompt payment in full by the Contractual Partner.

7.4 In the event of default in payment by the Contractual Partner, B. Braun shall be entitled, without prejudice to any other rights or remedies, to suspend all further deliveries without notice and to charge interest on any amount outstanding will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

7.5 The Contractual Partner has no right of set off.

8. Guarantee

8.1 B. Braun will use reasonable endeavours to ensure that the Products and/or Services:

8.1.1 correspond with their description and any applicable specification;

8.1.2 be of satisfactory quality and fit for purpose held out by B. Braun or made known to the Contractual Partner by B. Braun;

8.1.3 are performed with reasonable skill and care by appropriately qualified and experienced individuals;

8.1.4 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

8.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of Products.

8.2 Unless otherwise specifically agreed in writing, B. Braun does not warrant the fitness or suitability of any Products supplied for any particular purpose or application and the implied warranties and conditions contained in sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 13, 14 and 15 of the Sales of Goods and Services Act 1982, and any other condition or warranty implied by trade, custom or usage are expressly excluded.

8.3 In the case of Products not manufactured by B. Braun:

8.3.1 B. Braun gives no assurance or guarantee whatsoever that the sale or use of the Products will not infringe the patent design right registered, design copyright or other industrial property rights of any other personal firm or Company; and

8.3.2 the guarantee given to the Contractual Partner shall be limited to the guarantee (if any) which B. Braun receives from the manufacturer or supplier of the Products to B. Braun.

9. Missing and Defective Products

9.1 The Contractual Partner must inspect the Products immediately on arrival at their premises.

9.2 In the case of missing Products or defects apparent on inspection:

9.2.1 a written complaint must be made to B. Braun by the Contractual Partner within seven days of receipt of the Products specifying the shortage and/or defect; and

9.2.2 B. Braun shall be given an opportunity to inspect the Products and investigate any complaint before any use is made of the Products.

9.3 In the case of defects not apparent on inspection:

9.3.1 the Contractual Partner shall send a written complaint to B. Braun as soon as reasonably practicable after the defect is noticed and ensure no use is made of or alternations made to the Products thereafter; and

9.3.2 the Contractual Partner shall allow B. Braun 45 days to inspect the Products and shall take such steps as are necessary to enable B. Braun to do so including returning the Products to B. Braun at its head office in the United Kingdom if requested.

9.4 In any potential case of a Product being defective pursuant to Part 1 of the Consumer Protection Act 1987, the Contractual Partner must send the complaint within 12 months of the date of delivery by B. Braun or in the case of the items not manufactured by B. Braun, within the guarantee period specified by the manufacturer of such item.

9.5 Any complaints made outside of the periods specified in clause 9 will not be considered.

9.6 All allegations of total non-delivery of any consignment of the Products must be made by notice in writing by the Contractual Partner to B. Braun within 10 days of the specified delivery date. Failure by the Contractual Partner to give such notice shall render the Contractual Partner liable

for any temporary or permanent loss of the Products and all additional costs and expenses incurred by B. Braun in relation to such loss.

10. Liability

Save where Products manufactured by B. Braun are held to be defective as defined in Part 1 of the Consumer Protection Act 1987, B. Braun's sole obligation in the event of any missing or defective Products and/or Services, shall be to repair or replace the Products and/or repeat the performance of the Services.

10.1 B. Braun shall not be liable in respect of consequential loss, loss of profits, damage to property, loss of goodwill, loss of business opportunity, wasted expenditure, cost of mitigation arising out of or occasioned by any fault or defect in the Products supplied or any other losses howsoever caused.

10.2 B. Braun's maximum total liability under or arising out of in connection with this Agreement will not exceed the total of the Agreement value.

10.3 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from negligence or their fraudulent acts, omissions or statements or for infringement of a third party's intellectual property rights.

10.4 For purpose of the Health and Safety at Work etc Act 1974, B. Braun relies upon the testing examination and research carried out by the suppliers to it of proprietary equipment and component parts of the Products.

10.5 This clause 10 shall survive termination of the Agreement.

11. Return of Products

11.1 In cases where Products are not defective and the Contractual Partner requests to return the Products, B. Braun shall be under no contractual obligation to accept the return except in the event of any error on its part as to the amount or type of Products delivered.

11.2 The return of pharmaceutical and veterinary pharmaceutical products from unlicensed and licensed premises (excluding cold chain pharmaceutical products) will only be considered if:

11.2.1 B. Braun is notified immediately or in any event within 48 hours of receipt of the Products by the Contractual Partner;

11.2.2 the Products must be returned to and received by B. Braun's Central Warehouse within 5 days of delivery of the Products to the Contractual Partner;

11.2.3 Products returned to and received by B. Braun's Central Warehouse after 5 days of delivery of the Products to the Contractual Partner will be considered from licensed premises only at B. Braun's sole discretion;

11.2.4 temperature data is provided by the Contractual Partner confirming that the Products have been stored at the licensed or labelled temperatures whilst at the Contractual Partner's premises; and

11.2.5 the Contractual Partner must provide B. Braun with the relevant information and temperature data as well as the completed B. Braun's Record Form prior to the actual return of the Products.

11.3 For the avoidance of doubt, return of pharmaceutical products will only be considered in compliance with clause 11.2.

11.4 B. Braun is not able to accept the return of pharmaceuticals supplied to a Contractual Partner under the Cascade Exemption, in **any** circumstances.

11.5 B. Braun is not able to accept the return of unlicensed medicinal Products ("**Specials**") unless this need arises due to an error by B. Braun.

The return of cold chain pharmaceutical Products will only be considered if the return is from a Licensed Wholesale Dealer. Consideration to requests for return may be given if:

11.5.1 Braun is notified within 24 hours of delivery of the Products;

11.5.2 the Products must be returned to and received by B. Braun within 3 days of delivery to the Contractual Partner; and

11.5.3 temperature data is provided by the Contractual Partner confirming that the Products have been stored at the licensed or labelled temperatures whilst at the Contractual Partner's premises.

11.6 For the avoidance of doubt, return of cold chain pharmaceutical Products will only be considered in compliance with this clause 11.6.

11.7 The return of medical device Products will only be accepted when B. Braun has been notified within 10 working days of the date of actual delivery to the Contractual Partner. Once notification has been given to B. Braun the medical device Product must be returned to and received by B. Braun within 28 days of actual delivery date to the Contractual Partner.

11.8 Re-usable Surgical Instruments supplied on a free of charge basis to a Contractual Partner should be destroyed by the Contractual Partner where possible and a Certificate of Disposal / proof of disposal needs to be provided to B. Braun.

11.9 Re-usable Surgical Instruments purchased by a Contractual Partner from B. Braun must be returned within 90 days from the date of delivery to the Contractual Partner, can only be returned by the Contractual Partner and must be from the original delivery address of the Contractual Partner.

11.10 The return of Products or Re-usable Surgical Instruments to correct an error in delivery or ordering will only be considered if B. Braun is notified immediately or in any event within 48 hours of delivery to the Contractual Partner.

11.11 Products and Re-usable Surgical Instruments must be returned to B. Braun's Central Warehouse within 5 days of delivery to the Contractual Partner to correct an error in delivery or ordering.

11.12 For the avoidance of doubt, unless defective, the returns of Products as detailed in sections 11.2, 11.6, 11.8, 11.9 and 11.10 must be unused, undamaged and in the original undamaged packaging. The Products must be the same batch as originally supplied by B. Braun and are not falsified/counterfeit. All Products are individually assessed by B. Braun before being authorised for return.

11.13 The return of Products under sections 11.2 and 11.6 will **only** be accepted in the event that they are uplifted and transported by B. Braun and in no other circumstances.

11.14 Return of other Products for any reason shall require prior consent from B. Braun which shall be sent solely at the discretion of B. Braun. To obtain consent, B. Braun must be notified in accordance with these Conditions. Consideration to requests for return may be given if:

11.14.1 of a bona fide nature;

11.14.2 made within 10 working days of actual delivery; and

11.14.3 unless defective, the Products must be unused, undamaged and in the original undamaged packaging. The Products must be the same batch as originally supplied by B. Braun and not falsified/counterfeit.

11.15 On the Contractual Partner contacting B. Braun to request a return, the Contractual Partner will be issued with a returns authorisation number by B. Braun.

11.16 Products returned will be subject to the following charges:

11.16.1 for palletised items there will be a standard charge of £75.00 per pallet for any returns uplifted by B. Braun;

11.16.2 for the return of a small parcel there will be a £15.00 charge per parcel; and

11.16.3 if a request for a return is after 10 working days, B. Braun reserves the right to apply a discretionary re-stocking charge.

11.17 In the event of a return resulting from an error on the part of B. Braun in relation to the amount or type of Products delivered, no charges under clause 11.17 will apply.

12. Cancellation Policy

12.1 In the event of cancellation before delivery and if returned after delivery, where Products are not defective, there will be a re-stocking charge of not less than 30% of the invoice value charged at the discretion of B. Braun.

12.2 In the event of cancellation order before performance of the Services there will be a charge of 30% of the invoice amount for that Service.

12.3 Cancellation of an order will only be agreed by B. Braun, at its sole discretion, on condition that all costs and expenses incurred by B. Braun up to the time of cancellation and all loss of profits and other loss or damage resulting to B. Braun by reason of such cancellation will be reimbursed by the Contractual Partner to B. Braun on demand as a debt.

13. Termination

13.1 B. Braun may, without prejudice to any other right or remedy which may be available to it, terminate this Agreement immediately by written notice to the Contractual Partner if:

13.1.1 the Contractual Partner defaults in any of its payment obligations; or

13.1.2 the Contractual Partner commits a material breach of this Agreement which breach is irremediable, or which breach (if remediable) is not remedied within ten (10) Business Days after the service of written notice from B. Braun requiring it to do so; or

13.1.3 the Contractual Partner suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

13.1.4 the Contractual Partner commences negotiation with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal or enters into any compromise or arrangement with its creditors; or

13.1.5 the Contractual Partner suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14. Consequences of Termination

14.1 Without prejudice to any other rights or remedies of the Contractual Partner, the Contractual Partner shall pay to B. Braun on demand:

14.1.1 all sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 7.4; and

14.1.2 any costs and expenses incurred by B. Braun in recovering the Products and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

14.2 Termination of this Agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

15. Specifications

B. Braun reserves the right to alter or change the specification of the Services and/or specification and dimensions of the Products supplied within reasonable limits having regard to the nature of the Products. Dimensions specified by B. Braun are to be treated as an approximate only, unless the Contractual Partner specifically states in writing that exact measurements are required.

16. Marking and Instructions

16.1 No name, mark, numbering, colouring, appearance or log on the Products or packaging will be obscured, removed or concealed by the Contractual Partner.

16.2 The Contractual Partner will not repackage or alter the presentation of the Products and it will not assist, cause or enable any other party to do any of the said acts or deal in Products or packaging which have been subject to any of the said acts.

16.3 The Contractual Partner hereby acknowledges that it is under a duty to pass on to its Contractual Partners (where appropriate) all instructions, information and warnings supplied by B. Braun with the Products.

17. Intellectual Property

17.1 Where B. Braun either, holds the Intellectual Property Rights, and/or has obtained an appropriate license from its Affiliate and/or third party in relation to the Intellectual Property Rights for the Products, B. Braun shall reasonably endeavour to grant to the Contractual Partner the non-exclusive, non-transferable, non-sublicensable and revokable right, solely for the use the Products, subject to the terms of the Agreement.

17.2 For the avoidance of doubt, the Contractual Partner is strictly prohibited from adapting, modifying, decompiling or reverse engineering the Intellectual Property Rights provided by B. Braun under this clause or using the Intellectual Property Rights for any other commercial purpose than expressly provided for within the Agreement.

17.3 The Contractual Partner acknowledges and agrees that all Intellectual Property Rights shall remain with B. Braun and/or its licensor, and that Contractual Partner has and will acquire no right in them by virtue of the discharge of its obligations under the Agreement, except for the right to use the Intellectual Property Rights as expressly provided in the Agreement.

17.3.1 The Contractual Partner shall immediately bring to the attention of the B. Braun, by written notice, any improper or wrongful use of the Intellectual Property Rights, and the Contractual Partner shall on being so requested by the B. Braun, assist B. Braun in taking all steps to defend the rights of the B. Braun, with any reasonable cost of assistance being borne by the Contractual Partner.

17.3.2 Any breach of this clause 17 by the Contractual will entitle B. Braun to terminate the Agreement and/or any applicable licence immediately, and all the Contractual Partners rights to use Intellectual Property Rights will cease.

18. Confidential Information

18.1 Each party shall treat the Agreement as private and confidential and neither party shall publish or disclose any particulars without the prior written consent of the other with the exceptions of 18.2 below.

18.2 The obligations expressed in 18.1 above shall not apply to any information which:

18.2.1 is or subsequently comes into the public domain other than by breach of this clause;

18.2.2 the disclosure of which is required to be disclosed by law, by any governmental or regulatory authority or by a court of competent jurisdiction;

18.2.3 comes into the possession of one of the parties prior to its disclosure by the other, or which is acquired lawfully and in good faith from an independent third party.

18.3 So far as it may be necessary for the performance of the Agreement, each party shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure such employees, agents and sub-contractors comply with the obligations set out in this clause as though they were a party to the Agreement.

18.4 On the conclusion or termination of the Agreement both parties shall destroy all copies of confidential information obtained from the other and the obligations relating to the confidentiality shall continue for a period of 10 years.

18.5 The Contractual Partner shall not, without the prior written consent of B. Braun, advertise or make known to any third party that B. Braun provides Products to the Contractual Partner.

19. Data Protection

19.1 B. Braun is a Healthcare Company and thereby holds Personal Data and Sensitive Personal Data, each as defined in the Data Protection Act 2018 and UK General Data Protection Regulation *(EU) 2016/679* ("**UK GDPR**"). The Contractual Partner warrants it does and will continue to comply with the provisions of the Data Protection Act 2018 and any successor legislation including, but not limited to, the Data (Use and Access) Act 2025, the UK GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018, and any other applicable law relating to privacy ("the **Data Protection Legislation**") in handling any such data received by the Contractual Partner. The Contractual Partner confirms that it is a Data Processor (as defined in the Data Protection Legislation) in relation to any Personal Data or Sensitive Personal Data it receives from B. Braun.

19.2 The Contractual Partner shall:

19.2.1 only process Personal Data as defined by the Data Protection Legislation, including but not limited to employee data, as amended or replaced, on instructions by the Controller (as defined in the Data Protection Legislation). For the purposes of the Agreement the Controller is B. Braun;

19.2.2 ensure any Personnel used by the Contractual Partner to process Personal Data are subject to a duty of confidentiality or is under an appropriate statutory obligation of confidentiality;

19.2.3 ensure all Personal Data is kept secure and take all measures required pursuant to Article 32 of the UK GDPR;

19.2.4 only use a sub-processor with the prior written consent of the Controller. That consent may be specific or general. Where consent is general, the Contractual Partner must inform the Controller of any changes and provide the opportunity to object;

19.2.5 subject to clause 19.2.4, where the Contractual Partner engages another processor for carrying out specific processing activities on behalf of the Controller, the Contractual Partner shall ensure the same data protection obligations as set out in this Agreement shall be imposed on that processor by way of Agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will

meet the requirements of UK GDPR. For the avoidance of doubt, the Contractual Partner shall be liable for the acts and/or omissions of any sub-processor;

19.2.6 assist the Controller to comply with requests from individuals exercising their rights under Chapter III of the UK GDPR including, but not limited to access, rectification, erasure or objection to the processing of their Personal Data;

19.2.7 assist the Controller with compliance of its obligations pursuant to Articles 32 – 36 inclusive of the UK GDPR including, but not limited to security and data breach obligations and notifying the Controller of any Personal Data Breach (as defined in the Data Protection Legislation);

19.2.8 on the instructions of the Controller, delete or return all the data to the Controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

19.2.9 make available to the Controller all information to demonstrate its compliance with these obligations in this Clause 18 and submit to audits by the Controller (or by a third party instructed to conduct an audit by the Controller);

19.2.10 in relation to 19.2.9, inform the Controller if, in its opinion, the Controller's instructions would breach Union or Member State law;

19.2.11 ensure that any data or Personal Data will not be held outside the EU; and

19.2.12 ensure that there are adequate processes, systems, antivirus or other protection applications in place to prevent any loss or corruption of data.

19.3 The Contractual Partner shall indemnify the Controller and keep the Controller indemnified against all and any losses and damage (including reasonable legal costs) in relation to negligence, breach of Agreement and/or breach of statutory duty in relation to this Clause 18.

20. Insolvency

20.1 Without limiting its other rights or remedies, B. Braun shall be entitled to terminate the Agreement immediately, in whole or in part, by notice in writing if:

20.1.1 the Contractual Partner makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction); or

20.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Contractual Partner; or

20.1.3 the Contractual Partner ceases, or threatens to cease, to carry on business; or

20.1.4 the Contractual Partner is experiencing financial difficulties; or

20.1.5 B. Braun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Contractual Partner and notifies the Contractual Partner accordingly.

21. Sub-Contractors

B. Braun shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the Agreement.

22. Force Majeure

22.1 B. Braun shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances or causes beyond its reasonable control such as fire, strike, war civil unrest, terrorist action, government regulations or acts of nature ("**Force Majeure Event**"). Failure to

perform shall be excused by the occurrence of a Force Majeure Event only during the period that the Force Majeure Event prevents performance.

22.2 B. Braun shall use reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

22.3 If a Force Majeure Event prevents, hinders or delays the B. Braun's performance of its obligations for a continuous period of more than 30 Business Days, B. Braun may terminate the Agreement immediately by giving written notice to the Contractual Partner.

23. Waiver

23.1 The parties acknowledge that no failure or delay by the other in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise.

23.2 The terms of this Agreement and the rights, powers and privileges under it may only be waived or modified by an agreement in writing between the parties.

24. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst retaining the original balance of risk and reward between the parties. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

25. Variation

Except as set out in the Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall become effective unless it is agreed in writing and signed by the parties.

26. General

The rights and remedies of B. Braun set out in these Conditions shall be in addition, and without prejudice to any other rights and remedies which may be available to B. Braun at common law or under statue.

27. Governing Law and Jurisdiction

27.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including not-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and that each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle and such dispute or claim.

27.2 The schedules to the Uniform Law of International Sales Act 1967 shall not in any circumstances apply to the Agreement.

28. Entire Agreement

28.1 This Agreement constitutes the whole agreement and understanding of the parties in relation to its subject matter and contains all of the terms and conditions applicable to it. This Agreement supersedes any previous arrangement, negotiations, understanding, representations, undertakings, understandings (including any information or data set out in any sales and marketing literature), or agreement between them; whether express or implied, written or oral; relating to the subject matter of this Agreement.

28.2 Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Agreement and has no rights and remedies in respect thereof.

29. Third Party Rights

29.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

30. Notices

30.1 Any notice to be given under this Agreement may be delivered personally; sent by email; or sent by pre-paid first-class post or recorded delivery, as detailed under the Contact Details section of the Agreement.

30.2 A notice or any other communication given in connection with this Agreement is deemed to have been received at the time of:

30.2.1 actual delivery if hand delivered; or

30.2.2 transmission if sent by email; or

30.2.3 on the second Business Day after posting if sent by pre-paid first class post or recorded delivery, unless the notice or communication is not given on a Business Day in which case deemed receipt under this clause 29.2 shall be deferred until the next Business Day.

30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.