

General Terms and Conditions for the Supply of Products

These General Terms and Conditions (“Terms and Conditions”) shall apply to any order, purchase, receipt, delivery or use of any products by any member of the Gambro group of companies, (collectively, “Gambro”) from the Supplier, (together, the “Parties”). By accepting a purchase order for products from Gambro (“PO”), Supplier agrees to be bound by and accept these Terms and Conditions. Any attempt to alter, supplement or amend this document or to invoice Gambro for a product(s) on the basis of additional or altered terms and conditions will be null and void.

1. **PRICE.** The Price shall be net, i.e., after the deduction of all agreed discounts. Supplier shall deliver Products according to Specifications either included with this PO or separately agreed by the Parties on a CIP (Incoterms 2010) basis. All Products shall be shipped freight prepaid via common carrier selected by Supplier at its sole expense. The amount of any duty additional to the Price and any early settlement discounts shall be shown separately in the PO. The Price shall be understood as fixed and not subject to increase for any reason unless specified in the PO.
2. **DELIVERY.** Supplier shall deliver the Products as instructed to the Location and within the term specified on the PO. Failure by Supplier to deliver all or part of the Products within the term agreed shall entitle Gambro to cancel the PO and/or the Parties may reasonably cooperate to establish an alternative supply, including acceptable and reasonable third party substitutes, and Supplier shall reimburse Gambro for any incremental purchase costs incurred in connection with the purchase of such alternative supply. Delivery shall be completed when the Products have been unloaded at the Location and accepted by a duly authorized agent, employee or Location representative provided by Gambro. Any carrier engaged in the delivery of Products shall be deemed to be an agent of Supplier, not Gambro. Part deliveries may be rejected by Gambro unless otherwise specified in the PO. Supplier shall obtain all export and import licenses for the Products and shall be responsible for any delays due to the unavailability of such licenses when required. Where the PO specifies delivery in installments, failure by Supplier to deliver any one installment shall allow Gambro, at its option, to treat the whole PO as repudiated, depending upon the circumstances of non-delivery, such option not to be unreasonably invoked.
3. **FORMS.** A delivery note shall accompany each delivery of the Products and an invoice shall be rendered on Supplier’s invoice form. All delivery notes and invoices shall be clearly marked with Gambro’s order number, date of order, article references and numbers, brands, number of packages, net and gross weight, and an itemized description and quantity of the Products. Any additional charge for containers or other items not included in the PO shall be included on the invoice, as well as any requirement for container return. In case not otherwise indicated, one original and two (2) copies of the invoice must be sent to the Gambro facility appearing on the PO on the date of shipment of the Products.
4. **PACKAGING.** Supplier shall assume all packaging requirements and costs for safe delivery of the Products and shall be responsible for any damage, deterioration or loss due to defective or insufficient packaging or protection, including arrival at Product destination. Supplier shall comply with all packaging waste regulations of the Product’s destination country. Every package shall provide written detail describing the Products contained therein, weight, PO number, quantity, expiration date, batch number, special directions for storage and the Supplier’s name if different than the Product manufacturer. Supplier shall collect all returnable containers within 21 days of delivery at its cost, otherwise Gambro may return said items at Supplier’s expense.
5. **RISK OF LOSS.** Risk of loss shall pass to Gambro when the Products have been delivered in accordance with Clause 2. Title to Products shall pass from Supplier to Gambro when PO has been paid in full.
6. **QUALITY.** Supplier warrants that all Products sold to Gambro are new and not scrap, conveyed with good title, free from all liens and encumbrances at the time of delivery, and for 24 months thereafter, will remain: (1) free from defects in design, material and workmanship, (2) in conformity with the applicable Specifications and/or any sample previously provided to Gambro, and (3) merchantable and fit for the purpose for which intended. These warranties are in addition to all other applicable warranties, whether express, implied or statutory, and shall survive any inspection of, delivery of, acceptance of or payment for the Products, as well as any expiration or termination of these Terms and Conditions. All warranties shall run to the benefit of Gambro and its successors and assigns. Supplier further warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Products prior to and subsequent to this PO. Supplier shall assign to Gambro the benefit of any warranty, guarantee or similar right which it has against any third party suppliers, licensors, component manufacturers and similar parties, which provide the Supplier with recourse in the event of a defect in any Products sold to Gambro by Supplier.
7. **PERFORMANCE MEASUREMENT.** Gambro shall ascertain whether Supplier’s provision of the Products meets the performance criteria specified in the Specifications. In the event of failure, Gambro may at its option: (1) return all Products to Supplier, at Supplier’s cost, and cancel the PO; (2) require Supplier to take the Product back, at Supplier’s cost, and cancel the PO; (3) retain part of the Products which comply with the Specifications and charge Supplier for the cost of sorting Products based on hours worked; and, (4) claim compensation for damages sustained due to Supplier’s failure to meet the Specifications. Gambro may at any time propose to Supplier any reasonable variation or addition to the Specifications and Supplier shall not unreasonably withhold or delay its consent to such variation.
8. **INDEMNIFICATION.** Each Party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and reasonable attorney’s fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions (when there was a duty to act) of the indemnifying Party, its employees or agents. Where both Supplier and Gambro, including their respective employees, or agents, participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the liability of either Party under or in connection with the PO, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not include ANY CONSEQUENTIAL, INCIDENTAL, PENAL, SPECIAL, INDIRECT OR SIMILAR DAMAGES WHATSOEVER OF SUCH PARTY, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS. Supplier agrees to indemnify and keep indemnified Gambro against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any process, article, matter or thing supplied under the PO that would constitute or is alleged to constitute any infringement of any person’s Intellectual Property Rights.
9. **INSURANCE.** Supplier shall insure against its liability under Clause 8 with such sum as may be agreed between Gambro and Supplier in writing.
10. **ASSIGNMENT.** Except for the carriage of Products to the Location, Supplier shall not assign this PO or sub-contract the production or supply of any Products without the previous written consent of Gambro, such consent not to be unreasonably withheld or delayed.
11. **FORCE MAJEURE.** No Party shall be entitled to bring a claim for a breach of obligations under the PO by the other Party or incur any liability to the other Party for any Loss or damages incurred by that Party to the extent that a force majeure event occurs and it is prevented from carrying out obligations by that event of force majeure. In such event, the Party affected by the force majeure shall notify the other Party as soon as practicable and shall include details of the force majeure event, including evidence of its effect on the obligations of the Party affected thereby and any action proposed to mitigate its effect. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree on appropriate terms to mitigate the effects of the force majeure event and facilitate the continued performance of the PO.
12. **NOTICE.** Any notice to be given under the PO shall either be delivered personally, sent by facsimile or sent by first class recorded delivery post (airmail if overseas) or electronic mail and shall state the order number and date.
13. **LAW.** Supplier agrees that the PO is to be governed and construed according to law of the country in which Products are delivered.