

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

THESE GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCs) ARE APPLICABLE TO ANY ORDER MADE BY

Boston Scientific Middle East FZ LLC  
4th Floor, Injaz Building, Al Sufouh 2  
Dubai  
United Arab Emirates  
VAT No. 100225252400003

("BOSTON SCIENTIFIC" or "we", "our", "us") FOR THE PURCHASE OF GOODS, SERVICES OR SOFTWARE.

THE GTCs MAY NOT BE MODIFIED, ADDED TO, SUPERSEDED OR OTHERWISE ALTERED UNLESS APPROVED BY BOSTON SCIENTIFIC IN WRITING. THESE GENERAL TERMS AND CONDITIONS OF PURCHASE FORM THE COMPLETE AGREEMENT BETWEEN PARTIES AND SUPERSEDE ANY OTHER TERMS ISSUED BY SUPPLIER ("SUPPLIER") AND ANY OTHER TERMS STIPULATED OR INCORPORATED OR REFERRED TO BY SUPPLIER (WHETHER IN ITS CONFIRMATION OR OTHERWISE) ARE HEREBY REJECTED BY BOSTON SCIENTIFIC AND SHALL NOT FORM PART OF ANY CONTRACT.

### **1. OFFER, PURCHASE ORDER ("PO") AND CHANGES**

Offers shall be made by the Supplier free of charge.

Only POs placed in writing shall be valid (e.g. by e-mail, fax, etc.). POs will include the following information: (a) date of issuance; (b) PO number; (c) specification of the ordered goods ("Goods"), services ("Services"), or software ("Software") (individually or together "Products") including quantity; (d) purchase price; (e) requested date of delivery; (f) requested shipping destination and (g) instructions as to shipping and mode of transportation.

The Supplier shall promptly accept or reject each PO upon receipt thereof, but in any event by no later than ten days of such receipt. The Supplier shall point out any mistakes and ambiguities in a PO. Any deviation by the PO from the order acceptance shall require our written confirmation (e.g. by e-mail, fax, etc.).

Unless otherwise agreed, our POs shall be fulfilled by the Supplier itself. Subcontractors shall only be engaged subject to our written consent.

BOSTON SCIENTIFIC has the option at any time, in writing, to change the PO: (a) nature of the Products or Services to be performed; (b) shipments and packaging methods; (c) delivery locations.

After receipt of a change request and at the latest after 30 days, the Supplier will have to inform BOSTON SCIENTIFIC if the desired changes result in price changes and / or delivery changes.

### **2. DELIVERY / SHIPPING/CANCELLATION**

Delivery shall be made to the delivery address specified on the PO and the agreed Incoterm is DDP (Delivery Duty Paid). Deliveries shall be accompanied by all appropriate shipping documents. All documents shall contain the number of the PO and, where applicable, any additional identification numbers as to the specific Products and sufficient description and identification of the products including the HS Codes in the case of imports. The Supplier shall not be entitled to effect partial deliveries without our prior written consent. The delivery dates indicated in the purchase order or delivery schedule shall be binding. Compliance with the delivery date is determined by when the Products are received at the delivery address. The Supplier is responsible for making the appropriate arrangements of transportation for delivery of the Products and shall bear all costs in relation hereto.

The Supplier shall promptly notify BOSTON SCIENTIFIC Procurement of any delayed deliveries, specifying the relevant circumstances on the following contact details: Europe-Procurement@bsci.com.

The Supplier shall compensate BOSTON SCIENTIFIC for any damages incurred by BOSTON SCIENTIFIC relating to the delayed delivery or below cancellation. The acceptance of a late delivery of Products or performance of Service by us shall not constitute a waiver of any claims for damages.

If Supplier fails to perform or comply with any provision of the PO within the time specified or any extension thereof provided by BOSTON SCIENTIFIC in writing, then Supplier will automatically become in default without a notice being required and BOSTON SCIENTIFIC may, by written notice to Supplier, rescind the whole or any part of the PO without liability, except for Services completed and accepted and tangible Products delivered and accepted under that portion of the PO that was not rescinded. BOSTON SCIENTIFIC may terminate the PO without liability at any time prior to delivery and acceptance by BOSTON SCIENTIFIC if: (i) Supplier ceases to conduct Supplier's operations in the normal course of business; (ii) Supplier is unable to timely and satisfactorily meet Supplier's obligations under this PO; (iii) Supplier is the subject voluntary or involuntary bankruptcy, or insolvency proceedings; or (iv) Supplier makes an assignment for the benefit of Supplier's creditors. Notwithstanding the foregoing: if a party's performance is delayed because of war or similar unrest, fire, or other similar cause that cannot be attributed to such party, such delay in performance shall not lead to any claim for damages provided however that if Supplier experiences a delay of 30 days or more for such reason BOSTON SCIENTIFIC may upon notice rescind all or any portion of this PO.

### 3. TRANSFER OF OWNERSHIP AND RISK

The transfer of ownership and risk shall take place upon delivery.

### 4. WARRANTY

The Supplier warrants that the Products comply with all requirements set out in the PO and any applicable Product specification and that the Products are of merchantable quality and free from any defects, whether due to faulty designs, poor material or poor workmanship and that the Products are newly manufactured.

The Supplier expressly warrants that all material used are fit for the intended purposes as specified by BOSTON SCIENTIFIC.

The Supplier warrants that all Products that include a service element will be performed in accordance with good industry practice, by appropriately qualified and trained personnel with relevant skill, care and diligence and to the highest standard of quality as it is reasonable for BOSTON SCIENTIFIC to expect.

The Supplier's warranties, whether in writing or oral, express or implied, shall be applicable for a minimum period of 24 months from the delivery.

In addition to any rights BOSTON SCIENTIFIC has under applicable law with regard to conformity of the Products, if the Products should fail in any respect to meet the warranties such Products shall be deemed defective. BOSTON SCIENTIFIC may without prejudice to any further rights request the defective Product either repaired or replaced or returns any defective Product to the Supplier at Supplier's expense.

#### Warranties for Software:

Supplier warrants that (i) Supplier has all rights necessary to grant the license to BOSTON SCIENTIFIC free and clear of all liens, encumbrances and other claims; (ii) the grant of the license and use of the Software by BOSTON SCIENTIFIC, in accordance with the documentation provided, does not and will not infringe or violate any third party patent, trademark, copyright, trade secret or other intellectual property right and will be free from liabilities of royalties and licensing fees other than any specified on the front of the PO; and (iii) the Software will operate in accordance with, and conform to the documentation provided, the Specifications and other requirements of the PO. Supplier warrants that the source code of the Software is the subject of an escrow agreement for the benefit of Supplier's licensees. If requested by BOSTON SCIENTIFIC, Supplier shall provide BOSTON SCIENTIFIC with information related to the escrow of the source code of the Software, including the name of the escrow agent and the conditions and procedures for BOSTON SCIENTIFIC to access the source code. These warranties survive inspection of, acceptance of, and payment for the Software by BOSTON SCIENTIFIC and are in addition to all other warranties, whether express or implied, created by law.

#### 5. TESTS / CHECKS

Products. Products will be checked and tested by BOSTON SCIENTIFIC at all times and in all places, and if such control is carried out the Supplier shall provide at no extra cost any help and reasonable assistance.

If a Product is found to be defective in materials, manufacturing, or otherwise does not meet the requirements of the PO, BOSTON SCIENTIFIC reserves the right to refuse the Product. Rejected Products will be returned to the Supplier at his own risk. The Supplier shall pay BOSTON SCIENTIFIC all costs of handling and transportation incurred in the return of rejected Products or parts and the provision of replacement Products or parts.

Evaluation and Acceptance of Services. The performance of the Services and Software-related Services and the work product and deliverables from all Services and Software-related Services are subject to the review, evaluation and acceptance by BOSTON SCIENTIFIC and final payment will not be made until after final acceptance. If the performance of the Services or Software-related Services fails to meet the Specification of the PO or conform to the warranties in the PO or under law, BOSTON SCIENTIFIC shall have the right to: (i) require the re-performance of the Service or Software-related Services at Supplier' s expense until they are in conformance with such Specifications and warranties: (ii) contract with a third party to perform Services or Software Services to correct or replace the work product at Supplier's expense: and/or (iii) cancel the PO. This Section shall not limit any other rights BOSTON SCIENTIFIC has under a law or under the PO.

Testing and Acceptance of Software. The Software is subject to testing, evaluation and acceptance by BOSTON SCIENTIFIC, and payment will not be made until after final acceptance. If the Software fails to meet the Specifications of the PO, the documentation for the Software, or conform with the warranties in the PO or under law, BOSTON SCIENTIFIC shall have the right to: (i) require Supplier to deliver a new copy of the Software at Supplier' s expense; (ii) require Supplier to fix, repair or otherwise cause the Software to perform as represented and warranted at Supplier's expense: and/or (iii) cancel the PO. This Section shall not limit any other rights BOSTON SCIENTIFIC has at law or under the PO.

## 6. PRICES, INVOICE AND PAYMENT TERMS

Unless otherwise agreed, the prices mentioned in the PO are firm and not subject to change. The prices are including of any packaging, taxes, duties, levies, VAT etc. In the case of currency conversion, the Supplier undertakes to comply with EU regulations, UAE laws and regulations and any applicable law including any applicable conversion rules.

The invoice shall be sent to our postal address mentioned on the PO or to a specified e-mail address in agreement with BOSTON SCIENTIFIC. Unless otherwise directed by us, the invoice shall contain the following information: The PO number indicated in our order, the item number, sufficient description and identification of the item including the HS Code in the case of imports and the Supplier's and BOSTON SCIENTIFIC's VAT number.

The Supplier may not invoice any additional charges than those expressly agreed. Payments are made within 45 days net after receipt of a correct invoice and Products or Services. Payment shall under no circumstances constitute acceptance of the Products nor be construed as a waiver of any rights of BOSTON SCIENTIFIC.

No invoice will be paid before the delivery of the Products.

## 7. ASSIGNMENT

The Supplier may not assign its rights and obligations under a PO to any third party without the prior written consent of BOSTON SCIENTIFIC. Any assignment in violation of the foregoing will be void and have no effect. Supplier agrees as of now that Boston Scientific is allowed to assign its rights and obligations under a PO to a third party and Boston Scientific shall notify Supplier of any assignment.

## 8. INSURANCE AND INDEMNITY

The Supplier shall provide and maintain an effective and comprehensive insurance policy to cover for its own personnel and its own property as well as cover of its own scope of activities and liabilities including general third party liability and product liability.

Supplier shall be liable for any loss, claim or damage whatsoever arising in connection with the delivery of use of the Products including but not limited to product liability and/or hidden defects.

Supplier shall indemnify and hold harmless and defend, at its own expense, BOSTON SCIENTIFIC from and against any and all claims by a third party of infringements of copyrights, patents or other intellectual property rights relating to the Products.

As a control for parts or the whole Product, the Supplier must indicate on the invoice the country of origin of parts or Products delivered, according to the definition of origin given by the United Arab Emirates regulations in force. Supplier shall compensate BOSTON SCIENTIFIC from any costs and damages that would be incurred as a result of false or inaccurate statements about the country of origin.

The Supplier shall comply with applicable laws and regulations, including but not limited to the manufacture, protection and remuneration of workers, including laws and regulations governing child labor, forced labor or prison labor and unsafe working conditions or environmental.

## 9. CONFIDENTIAL INFORMATION

The Supplier shall treat our orders and all related commercial and technical details as Confidential Information and use them only to perform its obligations towards us. Supplier further agrees that it shall keep confidential and shall not publish or otherwise divulge or use for its own benefit or for the benefit of any third party any information of a proprietary nature furnished to it by BOSTON SCIENTIFIC or its affiliated companies without the prior written approval of the communicating party, except as required by court order or as reasonably necessary to perform its obligations under this Agreement. Information of a proprietary nature shall include, but not be limited to, information concerning BOSTON SCIENTIFIC's or its affiliated companies' products, proposed products, marketing plans, manufacturing processes, proprietary software, financial information,

or any other marketing information or materials in whatever form not generally known to the public.

## 10. DATA PROTECTION

If the Supplier's Services include any collection, processing, transfer and storage of personal data (which are not ancillary) , the Supplier will execute a Data Processing Agreement or Data Processing Addendum, based on BOSTON SCIENTIFIC standard terms, immediately upon BOSTON SCIENTIFIC request and prior to the processing of personal data.

The Supplier shall adopt and maintain adequate security measures, from a technical and organizational point of view, so as to protect the Personal Information of BOSTON SCIENTIFIC , which the Supplier may have access to within the framework of performance of the service/product provided, against any accidental or illicit destruction, or accidental loss, damage, alteration, divulgation or non-authorized access in particular during the processing involving the transmission of Personal Information over a network, and against any form of illicit processing. The Supplier shall be prohibited from any transfer of Personal Information outside of the sites and installations agreed upon between the parties.

In order to comply with applicable data protection laws BOSTON SCIENTIFIC informs the Supplier that any personal data of its employees that could be contained in invoices derived from the Supplier contract or any other interaction with the Supplier staff will be included in an automated database of which BOSTON SCIENTIFIC is data controller with the main purposes of financial and logistical management of our contractual relationship with a server located in the United States. The processing is based on BOSTON SCIENTIFIC legitimate interest.

To lawfully transfer personal data outside the European Union/EEA, BOSTON SCIENTIFIC has implemented EU Standard Contractual Clauses between its EU/Swiss and US entities as well as additional safeguards such as encryption for data in transfer.

The data of our suppliers will be primarily accessed and used by BOSTON SCIENTIFIC employees in charge of managing suppliers across the companies of BOSTON SCIENTIFIC.

The information will be kept in our secure procurement system Ariba so long as your company works with us or longer to comply with legal requirements, including but not limited to any applicable Anti-Money laundering legislation.

To transfer your personal data outside the EU, SAP Ariba maintains data transfer agreements with SAP/SAP Ariba affiliates and sub-processors that comply with the EU requirements for cross-border personal data transfer. For more info see GDPR page on [ariba.com](https://ariba.com)

The Supplier staff can exercise their rights of access, rectification, deletion, portability and opposition by contacting Boston Scientific European data Protection Officer at Europeprivacy@bsci.com or write to BSC Data Protection Officer Europe, calle Ribera del Loira 46 (ed 2) 28042 Madrid (Spain)

#### 11. PATENT / TECHNICAL DOCUMENTS

All drawings, specifications and other technical information or materials provided by BOSTON SCIENTIFIC remain our property and shall not be disclosed to others or used for manufacturing other than for BOSTON SCIENTIFIC. Those materials must be returned to BOSTON SCIENTIFIC.

#### 12. MISCELLANEOUS

These Terms and Conditions of Purchase and the entire business relationship between us and the Supplier shall be governed by the laws of the United Arab Emirates, with the exclusion of its conflict of laws' provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any disputes arising from or in connection with these Terms and Conditions and/or PO, tort or otherwise shall be exclusively adjudicated by the competent court of Dubai, United Arab Emirates.

The place of performance for Products provided by the Supplier shall be the shipment address.

If a provision of these General Terms and Conditions of Purchase or a provision relating to any other agreements should be or become invalid, this shall not affect the validity of any other provisions or agreements.