

GENERAL TERMS AND CONDITIONS OF PURCHASE

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

Boston Scientific (South Africa) (Proprietary) Limited
Anslow Office Park, 8 Anslow Crescent, Bryanston 2021, South Africa
Registration No 1997/017141/07
VAT No 4200175166

("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THE GTCs MAY NOT BE MODIFIED, ADDED TO, SUPERSEDED OR OTHERWISE ALTERED UNLESS APPROVED BY BOSTON SCIENTIFIC IN WRITING.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 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 AND CHANGES

Offers shall be made by the Supplier free of charge.

Only purchase orders ("PO") 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. If we have not received a confirmation or rejection within ten days following the date of the PO, the PO shall be deemed accepted. 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; and (c) delivery locations.

After receipt of a change requests 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. If we have not received any reply by the Supplier within 30 days of receipt the change requests will be deemed accepted by the Supplier.

2. DELIVERY / SHIPPING/CANCELLATION

Delivery shall be made to the delivery address specified on the PO and the agreed Incoterms 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. The Supplier shall not be entitled to effect partial deliveries without our prior written consent. The delivery dates indicated in the PO 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.

The Supplier shall indemnify and hold BOSTON SCIENTIFIC harmless from 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, BOSTON SCIENTIFIC may, by written notice of default to Supplier, cancel the whole or any part of the Products ordered without liability, except for Services completed and accepted and tangible Products delivered and accepted under that portion of the PO not cancelled. BOSTON SCIENTIFIC also may cancel 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, act of God or other similar cause that is beyond such party's control and which such party could not have reasonably prevented, such delay in performance shall not be considered a breach of the PO provided however that if Supplier experiences a delay of 30 days or more for such reason BOSTON SCIENTIFIC may upon notice cancel all or any portion of this PO.

3. TRANSFER OF OWNERSHIP AND RISK

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

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 satisfactory 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 materials used are fit for the intended purposes as specified by BOSTON SCIENTIFIC or the generally accepted use of the Product.

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, terms and conditions, whether in writing or oral, express or implied, shall be applicable for a minimum period of 24 months from the delivery.

If the Products should fail in any respect to meet the warranties, terms and conditions such Products shall be deemed defective. BOSTON SCIENTIFIC may without prejudice to any further rights request the defective Product either repaired or replaced or return 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 licence 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 fail to meet the Specification of the PO or confirm 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-related 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 inclusive of any packaging, taxes, duties, levies, VAT etc. In the case of currency conversion, the Supplier undertakes to comply with Exchange Control Regulations, promulgated in terms of the Currencies and Exchanges Act, 1933, EU regulations and 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 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.

If a party fails to make any payment due to the other under these terms and conditions by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

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.

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 and all direct and indirect losses, claims, damages, costs or expenses incurred or suffered by BOSTON SCIENTIFIC whatsoever arising in connection with a breach by the Supplier of any of its obligations under this agreement or a PO, including the delivery or non-delivery and/or 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 any 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 ECE Regulation in force. Supplier shall indemnify BOSTON SCIENTIFIC from any costs, losses and damages, whether direct or indirect, that would be incurred as a result of false or inaccurate statements about the country of origin.

The Supplier shall comply with applicable laws, statutes and regulations, including but not limited to treat our orders and all related commercial and technical details as confidential information ("Confidential Information") 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 use all Confidential Information only to perform its obligations to us.

10. DATA PROTECTION

The Supplier shall adopt and maintain adequate security measures, from a technical and organizational point of view, so as to protect the Personal Information (As defined in the Protection of Personal Information Act 4 of 2013 ("POPIA")) 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 POPIA Boston Scientific informs the supplier that any personal data of the Supplier and its employees that could be contained in invoices derived from the Supplier contract or any other interaction with the Supplier and the Supplier staff will be included in an automated database of which Boston Scientific is the responsible party with the main purposes of financial and logistical management of our contractual relationship with a server located in the United States. Boston Scientific has a substantial commercial interest in processing the Supplier or Supplier staff personal information in connection with the Products and/ or Services provided by the Supplier and the processing of such personal information is absolutely necessary in order for Boston Scientific to pursue that interest. Therefore, the legal basis for the processing of the Supplier's and the Supplier's staff's personal information is derived from Boston Scientific's pursuit of its 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 Personal Information of our suppliers will be primarily accessed and used by BSC 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 such as Anti-Money laundering and Sunshine Act legislation.

The Supplier staff can exercise his rights of access, objection, 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 38, 28042 Madrid (Spain).

In the event that a dispute arises in respect of the processing of the Supplier or a member of the Supplier staffs' Personal Information, the Supplier or the member of the Supplier staff may lodge a complaint with the South African Information Regulator at infoereg@justice.gov.za.

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 upon the expiry or cancellation of the PO.

12. MISCELLANEOUS

These GTCs and the entire business relationship between us and the Supplier shall be governed by the laws of England. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these GTCs (including POs) or its subject matter or formation.

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

If a provision of these GTCs 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.