

1. Scope of Application

1.1. These General Terms & Conditions of Purchase (“GTCP”) shall apply exclusively; any other conditions or deviating conditions of the Seller will not be accepted by BIOTRONIK APM II Pte Ltd (referred to as BIOTRONIK), unless BIOTRONIK has expressly approved in writing of such other conditions. These GTCP shall also apply if the Products/Services are accepted by BIOTRONIK without reservation with BIOTRONIK being aware of the existence of adverse conditions or other conditions deviating from these GTCP. These GTCP shall also apply to future transactions with the Seller, even in case such future transactions are carried out without any further reference to these GTCP.

2. Interpretation

2.1. The following definitions and rules of interpretation in this clause apply in this agreement:

BIOTRONIK Material shall have the meaning given to it in clause 21.5.

Confidential Information: any confidential information concerning the business, affairs, customer, clients or suppliers of BIOTRONIK or the Seller, including information relating to each party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

Delivery: completion of delivery of Products specified in a Purchase Order in accordance with clause 6.1.

Delivery Date: the date specified for delivery of Products in a Purchase Order.

Delivery Location: the location specified for delivery of Products in a Purchase Order.

GST means any form of goods and services tax under the Goods and Services Tax Act (Cap. 117A).

Personal Data shall have the meaning given to it under the Personal Data Protection Act 2012.

Product Invoice shall have the meaning given to it in clause 5.2.

Products: the Products ordered by and supplied to BIOTRONIK.

Purchase Order: an order for Products submitted by BIOTRONIK in accordance with clause 4.

Seller: the party supplying the Products or Services to BIOTRONIK.

Service Invoice shall have the meaning given to it in clause 14.1.

Services: the services supplied by the Seller to BIOTRONIK.

Working Day: any day that is not a Saturday, Sunday, or gazetted public holiday in Singapore, and concludes at 5pm on that day.

2.2. This agreement shall be binding on, and be for the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

PURCHASE OF PRODUCTS

3. Application of this Section

3.1. The terms contained in this “Purchase of Products” section of the GTCP shall only apply in the event that the Seller supplies Products to BIOTRONIK.

4. Offer and Conclusion of Contract

4.1. BIOTRONIK shall place orders with the Seller from time to time by issuing a written Purchase Order or such other written order for the Seller's Products. Verbal instructions shall not constitute formal orders.

4.2. The Seller shall use its best endeavours to supply Products in accordance with Purchase Orders, and shall accept Purchase Orders from BIOTRONIK within ten Working Days. After expiry of this period BIOTRONIK shall no longer be bound to accept the respective order.

4.3. BIOTRONIK may at any time prior to despatch of the Products amend or cancel a Purchase Order by written notice to the Seller. If BIOTRONIK amends or

4.4. cancels a Purchase Order, its liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred by the Seller in fulfilling the Purchase Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Seller's failure to comply with its obligations under this agreement BIOTRONIK shall have no liability to the Seller in respect of it.

5. Product Invoice

5.1. The price stipulated in the order shall be binding and shall, subject to any other provisions, include all costs arising from the seller's obligations under DDP, Incoterms 2010, including packaging and applicable taxes. If the Seller requires BIOTRONIK to return any packaging materials to the Seller, this must have been made known to BIOTRONIK before it issues a Purchase Order (for example, in any quotation document sent by the Seller), and any such returns shall be at the Seller's expense.

5.2. The Seller shall be entitled to invoice BIOTRONIK for each Purchase Order on or at any time after Delivery ("Product Invoice"). Product Invoices will only be valid if the order numbers of the relevant Purchase Orders are stated in the Product Invoices. The Seller shall be liable for any consequences of the failure to fulfil this provision, unless the Seller presents proof that the consequences are not due to the Seller's fault.

6. Term and Place of Delivery

6.1. The Seller shall deliver the Products specified in each Purchase Order to the Delivery Location on the Delivery Date. Delivery of a Purchase Order shall be complete once the Products have arrived at the Delivery Location and BIOTRONIK has confirmed that the Products are of satisfactory condition. The DDP, Incoterms 2010 shall govern the terms of Delivery.

6.2. The Seller shall forthwith inform BIOTRONIK in writing of any non-fulfilment of delivery terms which are threatening or have occurred, as well as of the grounds therefore and the expected duration of the delay. The foregoing shall not affect the occurrence of a delay in delivery.

6.3. If a Purchase Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy that BIOTRONIK may have, BIOTRONIK may:

- (a) refuse to take any subsequent attempted delivery of the Purchase Order;
- (b) terminate this GTCP with immediate effect;

(c) obtain substitute products from another supplier and recover from the Seller any costs and expenses reasonably incurred by BIOTRONIK in obtaining such substitute products; and

(d) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Purchase Order on the Delivery Date, provided that the Seller shall have no liability for any failure or delay in delivering a Purchase Order to the extent that such failure or delay is caused by BIOTRONIK's failure to comply with its obligations under this agreement.

6.4. Acceptance of the delayed delivery shall not be deemed to be a waiver of any claims BIOTRONIK may have for compensation based on such delay.

6.5. Subject to the express and written approval of BIOTRONIK, which may not be unreasonably withheld, the Seller is not entitled to make partial deliveries on Purchase Orders.

6.6. The Seller shall in all shipping documents and delivery notes state the exact BIOTRONIK Purchase Order number. If the Seller fails to do so, BIOTRONIK shall not be accountable for any delays in the handling of orders due to such failure, or liable for any costs arising therefrom.

7. Passing of Risk

7.1. The DDP, Incoterms 2010 rules shall govern the passing of risk in Products delivered to BIOTRONIK. Title to Products delivered to BIOTRONIK shall pass to BIOTRONIK on Delivery.

8. Claims for Defects

8.1. BIOTRONIK shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

8.2. A notice of defect shall be deemed to be given in due time if received by the Seller within a period of five Working Days from Delivery of the Products, or in case of hidden defects from the time the defects have been detected.

8.3. BIOTRONIK shall be entitled to full claims for defects; however, BIOTRONIK shall in any case choose to request from the Seller either removal of the defects or delivery of a replacement. If the Seller is in default, BIOTRONIK may remove the defects itself at the Seller's expense.

9. Product Liability

9.1. The Seller shall reimburse BIOTRONIK for any expenses arising from or in connection with product recalls by BIOTRONIK. BIOTRONIK shall inform the Seller – to the extent this is possible and acceptable – of the content and scope of the relevant recall measures and enable the Seller to respond. The foregoing shall not affect any further claims BIOTRONIK may have under applicable law.

10. Retention Rights

10.1. If BIOTRONIK provides parts to the Seller, such parts shall be the sole property of BIOTRONIK, with all rights reserved. Any processing or alteration by the Seller shall be deemed to be made on behalf of BIOTRONIK. If the goods which are subject to retention of title are processed by BIOTRONIK by using other things not being the property of BIOTRONIK, or if they are inseparably combined with other things, BIOTRONIK shall gain the co-ownership of the new product in a proportion of the value of its own products (wholesale price plus GST) to the other processed or combined things as of the time of such processing or combining. If as a result of such combining the Seller's product has to be considered to be the main product, the Seller shall transfer to BIOTRONIK the co-ownership on a pro-rata basis; the Seller shall retain full ownership or co-ownership on behalf of BIOTRONIK.

10.2. BIOTRONIK may from time to time provide tools to the Seller. Tools shall be the sole property of BIOTRONIK, with all rights reserved; tools shall be used by the Seller exclusively for the manufacture of the Products ordered by BIOTRONIK. Where requested by BIOTRONIK, the Seller shall at its own expense insure the tools of BIOTRONIK at replacement value against fire, water and theft. The Seller shall as a precaution hereby assign to BIOTRONIK all compensation claims under such insurance; BIOTRONIK hereby accepts the assignment. With respect to the tools of BIOTRONIK the Seller shall at its own expense and in due time carry out the necessary maintenance and inspection measures as well as servicing and repair measures. The Seller shall forthwith inform BIOTRONIK of any breakdowns; if the Seller intentionally or negligently fails to do so, BIOTRONIK shall reserve the right to claim damages.

11. Export-/Import Regulations

11.1. On BIOTRONIK's request, the Seller shall, as soon as reasonably possible, provide BIOTRONIK with all trade and other documents relating to the Products, including but not limited to any relevant certificates of origin or VAT statements.

11.2. The Seller shall forthwith inform BIOTRONIK if a delivery as a whole or in part is subject to any export restrictions.

11.3. The Seller shall ensure that any goods to be manufactured, stored or to be made available for transport shall only be manufactured or stored at safe manufacturing facilities, that transport is safe and the goods are protected from unauthorised access, and that all personnel in charge are trained for that purpose. The Seller shall procure that all agents, contractors, sub-contractors, and other third parties that it works with to provide the Products shall equally be bound to such obligations.

11.4. The Seller guarantees compliance with all applicable export-/import regulations and, if applicable, the relating embargo provisions, export bans or sanctions. For that purpose the Seller shall, by using the appropriate organisational measures, ensure that in particular, applicable Singapore laws and regulations and, if applicable, corresponding US regulations are fulfilled.

PURCHASE OF SERVICES

12. Application of this Section

12.1. The terms contained in this "Purchase of Services" section of the GTCP shall only apply in the event that the Seller supplies Services to BIOTRONIK.

13. Seller's Responsibilities

- 13.1. The Seller shall:
- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - (b) ensure that the Services, and all goods, materials, standards and techniques used in providing the Services are of the best quality and free from defects in workmanship, installation and design;
 - (c) cooperate with BIOTRONIK in all matters relating to provision of the Services, and comply with BIOTRONIK's instructions;
 - (d) before the date which the Services are to start, obtain and at all times, maintain during the term of this agreement, all necessary licences and consents and comply with all applicable laws;
 - (e) observe all health and safety rules and regulations and any other reasonable security requirements that apply at BIOTRONIK's premises from time to time. BIOTRONIK reserves the right to refuse any

of the Seller's personnel involved in the provision of the Services access to BIOTRONIK's premises, which shall only be given to the extent necessary for the performance of the Services;

- (f) not do or omit to do anything which may cause BIOTRONIK to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- (g) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Seller to fulfil its obligations under this agreement; and
- (h) promptly inform BIOTRONIK of the absence (or the anticipated absence) of any of key personnel needed to perform the Services, and if so required by BIOTRONIK, provide a suitably qualified replacement for such individual.

13.2. Time is of the essence in relation to any performance dates for the Seller.

14. Service Invoice

14.1. In consideration of the provision of Services by the Seller, the Seller shall invoice BIOTRONIK for such Services ("Service Invoice"), and BIOTRONIK shall pay such Service Invoices.

GENERAL TERMS

15. Application of this Section

15.1. The terms contained in this "General Terms" section of the GTCP shall apply to the supply of both Products and Services from Seller to BIOTRONIK.

16. Payment

16.1. BIOTRONIK shall pay all Product Invoices and Service Invoices in accordance with the terms agreed between the parties from time to time.

16.2. BIOTRONIK may, at any time, set off any liability of the Seller to BIOTRONIK against any liability of BIOTRONIK to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by BIOTRONIK of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

16.3. BIOTRONIK shall be entitled to assign, transfer, subcontract, declare a trust over or deal in any other manner with third parties any of its rights arising from

this GTCP, Purchase Orders, or agreements incorporating the GTCP, without the Seller's approval.

16.4. Without the prior written approval of BIOTRONIK the Seller may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this GTCP, Purchase Orders, or agreements incorporating the GTCP.

17. Insurance

17.1. At BIOTRONIK's request, during the term of this agreement and until the expiry of the period of limitation for any applicable claims under Singapore law, the Seller shall maintain in force, with a reputable insurance company, any insurance that BIOTRONIK may require, (including but not limited to professional indemnity insurance, public liability insurance and product liability insurance) at such coverage amount and duration as BIOTRONIK may specify. The Seller shall, on BIOTRONIK's request, provide to BIOTRONIK the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

18. Compliance with Laws and Policies

18.1. In performing its obligations under this agreement, the Seller shall comply with:

(a) all applicable laws, statutes, regulations and codes from time to time in force, and the Seller will inform BIOTRONIK as soon as it becomes aware of any changes in the Applicable Laws; and

(b) all applicable policies implemented by BIOTRONIK.

19. Termination

19.1. Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one month's written notice to the other party unless otherwise agreed in writing between the parties.

19.2. Without affecting any other right or remedy available to it, either under this agreement or otherwise, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the Seller fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 30 Working Days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is

irremediable or and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party becomes bankrupt or insolvent or makes an assignment or composition for the benefit of creditors or becomes subject to an administrative order or an encumberancer takes possession of, or a receiver is appointed in respect of, any of its assets; or
- (e) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business.

19.3. On termination of this agreement, each party shall promptly:

- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it connection with the supply of the Products and/or Services under this agreement;
- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information; and
- (c) erase all the other party's Confidential Information from its computer systems (to the extent possible).

20. Indemnity

20.1. The Seller shall indemnify BIOTRONIK against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by BIOTRONIK arising out of or in connection with:

- (a) any claim made against BIOTRONIK by a third party arising out of, or in connection with, the supply of the Products (including any claim for defective Products), to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Seller, its employees, agents or subcontractors; and
- (b) any claim made against BIOTRONIK by a third party for death, personal injury or damage to

property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors.

20.2. Nothing in this clause shall restrict or limit BIOTRONIK's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

21. Confidentiality and Intellectual Property

21.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 21.2.

21.2. Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 21; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

21.4. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

21.5. Images, drawings, calculations and other documents and information that BIOTRONIK may provide to the Seller ("BIOTRONIK Material") shall be the sole property of BIOTRONIK, and BIOTRONIK shall retain ownership of all intellectual property rights in the BIOTRONIK Material. BIOTRONIK Material shall not be disclosed to any third parties without the express written approval of BIOTRONIK. BIOTRONIK Material may exclusively be used for the supply of Products or

Services, in accordance with the orders placed by BIOTRONIK; after the completion of an order all BIOTRONIK Material shall without further request be returned to BIOTRONIK.

21.6. This confidentiality obligation in clause 21 shall apply unless the parties have otherwise agreed to separate confidentiality obligations, and shall continue to apply after the termination of this agreement; it shall, however, expire if and to the extent that the Confidential Information has become generally known other than through the receiving party's unauthorised disclosure.

22. Personal Data Protection

22.1. The Seller shall comply with all its obligations under the Personal Data Protection Act 2012 at its own cost, in the course of carrying out its obligations under this agreement.

22.2. The Seller shall immediately notify BIOTRONIK when the Seller becomes aware of a breach of any of its obligations in this clause 22.

22.3. The Seller shall indemnify BIOTRONIK and its officers, employees and agents, against all actions, claims, demands, losses, damages, statutory penalties, expenses and costs (including legal costs on an indemnity basis) in respect of:

- (a) the Seller's breach of this clause; or
- (b) any act, omission or negligence of the Seller or its subcontractors that causes or results in BIOTRONIK being in breach of the Personal Data Protection Act 2012.

23. Force Majeure

23.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving five Working Days' written notice to the affected party.

24. Variation

24.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25. Third Party Rights

25.1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this agreement.

25.2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person

26. Conflict of Terms

26.1. In the event that there is any conflict or inconsistency between the terms and conditions of this GTCP and the terms and conditions of any agreement incorporating the GTCP or any Purchase Order, the terms of the latter agreement or Purchase Order shall prevail.

27. Severance, Governing Law and Jurisdiction

27.1. If any of the provisions of these GTCP are or turn out to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. The invalidity of any of the provisions hereunder shall not affect the validity of the remaining provisions.

27.2. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Singapore. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

27.3. Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.