

PO Terms and Conditions

B. Braun Thailand

1. AGREEMENT

1.1 Scope: These Terms and Conditions govern the terms of the purchase of Products by B. BRAUN (THAILAND) LTD. [Company registration number: 0105532075670 ("**BBTH**") from the Vendor named in these Terms and Conditions for such Products as are listed on the purchase order issued by BBTH and accompanying this Agreement or such purchase orders as are issued to the Vendor for the Products subsequent to the date of this Agreement ("**Purchase Order**"). All Purchase Orders issued incorporate these terms and where applicable, the Schedules and reference to Agreement shall mean the terms of the Purchase Order, the Schedules and these Terms and Conditions read together.

The Vendor shall not reject any Purchase Order issued by BBTH, without reasonable grounds and prior written notice to BBTH, Vendor shall perform the supply of such Products specified therein in accordance with the terms of this Agreement.

"**Products**" shall mean (i) any raw material supplied to BBTH, which raw material shall conform to the Specifications and Standards or such other requirements agreed to between the parties; and/or (ii) any goods which are manufactured by the Vendor for BBTH, which goods shall be manufactured in accordance with and conform to the Specifications and Standards and/or quality plan agreed to between the parties; and/or (iii) goods purchased from time to time as are described in a Purchase Order and/or (iv) any services to be performed by the Vendor for BBTH described and delivered in accordance with the terms for Development and Delivery of Professional Services and/or finished goods and services as agreed between the parties, and/or any equipment to be delivered and customized in accordance to the User Requirement Specifications ("URS") or such other written documents specifying BBTH's requirements agreed between the parties, attached hereto as a Schedule, all Schedules incorporated herein by this reference.

1.2 Exclusion of conflicting terms: All Purchase Orders issued by BBTH for the Products shall be on the terms and conditions herein and the terms of the Vendor's acceptance which seek to vary or amend or is in conflict with these terms are hereby expressly objected to. If any Purchase Order is issued in response to an offer made by a Vendor which are upon terms which vary or is in conflict with the terms herein, then the issuance of such Purchase Order by BBTH shall be a counter offer to the Vendor upon the terms and conditions herein and the Vendor shall be

deemed to have accepted such terms upon the issuance of an order confirmation, whether written or verbal or if the Vendor proceeds to a supply of the Products.

- 1.3 Inconsistency: In the event of any inconsistency between the Purchase Order, any schedules to these terms, the Schedules and/or these Terms and Conditions, the following order of precedence will apply, from the highest precedence to lowest: (a) these Terms and Conditions; (b) provisions of the Purchase Order; (c) the URS or such other written documents specifying BBTH's requirements; and (d) other Schedules.
- 1.4 No Exclusivity: Unless otherwise clearly stated in the Purchase Order, or any other written form by BBTH, the Vendor does not have any exclusive rights to supply to BBTH. Save where expressly stated otherwise, neither the issuance of a Purchase Order nor the entering into this Agreement is intended to bind BBTH to purchase any additional or future Products from the Vendor.

2. TRANSPORT AND DELIVERY

- 2.1. Trade Terms: Reference to trade terms such as EXW denoting Ex-Works, FCA denoting Free Carrier, CIF denoting Cost Insurance and Freight and other trade terms and the responsibilities of parties to a transaction shall be interpreted in accordance with INCOTERMS 2020 issued by the International Chamber of Commerce ("INCOTERMS ") unless otherwise agreed by the parties. In the event of any inconsistency between the Purchase Order and written agreement between the parties in relation to the Incoterms, the written agreement shall prevail.
- 2.2. Delivery: "**Delivery**" of the Products shall be defined and interpreted in accordance with the relevant Incoterm designated in the written documents agreed by both parties. Where no term of delivery is stated in any mutually agreed written documents or the Purchase Order, delivery of the Products shall be constituted by the handing over of the Products to BBTH at BBTH's premises or designated destination specify by BBTH. Where the Products are made up of services, delivery shall be constituted in the manner as agreed between the parties, prior to the desired delivery date specified in the Purchase Order. Where the Products are equipment required to be customized and operational to a specific level of requirements, delivery shall be constituted in the manner as provided in the URS. Where installation and commissioning of the Products is required, BBTH shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, the Products or any part thereof until the Products has been properly installed and, if required by BBTH, duly installed and commissioned in accordance with URS or such other written documents provided by BBTH, if such document is not available, the Products shall be duly installed and commissioned in accordance with Clause 5.3.

Where the Products are raw materials, goods manufactured by the Vendor for BBTH or equipment, unless otherwise provided in the URS or such other written instructions by BBTH, (a) the Products shall be packed in two layers of plastic wrap, (b) the Products shall be delivered in one shipment with one batch number together with Certificate of Analysis, (c) where applicable, the Products shall be delivered in accordance with "First-in-first-out" principle, (d) where applicable, wood packaging material shall be treated and marked in accordance with International Standards for Phytosanitary Measures No. 15. BBTH has the absolute discretion to return the shipment at Vendor's costs and expenses if the Vendor fails

to comply with clause 2.2(a) to (d) above. The expenses incurred will be set-off against any amounts, however, due by BBTH to the Vendor. If Vendor fails to comply with Clause 2.2(c) and Clause 2.2(d), if applicable, BBTH has the absolute discretion to reject the delivery of Products and if payment has been made, to require a refund of the payment.

BBTH may change the freight forwarder agent from time to time. The Vendor shall confirm with BBTH prior to the delivery of the Products. The Vendor shall also cooperate with BBTH's freight forwarder agent in managing the shipment. BBTH shall not be responsible for any costs or expenses incurred by the Vendor due to Vendor's negligence or refusal or failure to cooperate with BBTH's freight forwarder agent.

2.3. Time: Time is of the essence. Delivery in respect of Products purchased shall be as defined in INCOTERMS 2020 and shall be on or prior to the date as specified on the Purchase Order or in the Schedules.

If Vendor becomes unable to deliver the Products by the date as specified on the Purchase Order or as agreed between the parties, Vendor shall immediately notify BBTH. Such notification shall not however constitute any form of waiver of BBTH's rights arising from any late or non-delivery nor shall constitute an extension of the relevant date to effect delivery.

2.4. Packing List: All deliveries must be accompanied by a packing list listing the purchase order number, article reference number as provided by BBTH and an exact quantity and description of the Products delivered.

2.5. Late Delivery: In the event of late or non-delivery of the Products, BBTH reserves the right to accept or reject the Products, or any part thereof at BBTH's discretion and/or to claim for any damages, whether direct or consequential arising from the late or non-delivery of the Products including claims from third parties against BBTH for BBTH's non delivery of products which require the Products in the manufacturing process.

3. PASSING OF RISK AND TITLE

3.1. Title: The Vendor guarantees that the Products supplied are unencumbered by and do not infringe upon any third party's proprietary rights. Title to the Products shall pass to BBTH upon Delivery.

3.2. Risk: Risk of loss, damage or destruction to the Products shall also pass to BBTH upon Delivery.

4. DEFECTIVE PRODUCTS

4.1. 4.1 Rejection of Products: BBTH retains the right to test, inspect and reject the Products ("**Defective Products**") which are in BBTH's opinion defective in any way or which do not conform to the warranties given by the Vendor as stated herein. Any Products supplied in excess of the quantum stipulated in BBTH's purchase order may be returned to the Vendor at the Vendor's expense including the costs of re-packing and return transport for the excess Products. The expenses incurred will be set off against any amounts howsoever due by BBTH to the Vendor.

- 4.2. Damages for Defective Products: Any Defective Products may be rejected at any time and arising from any tests conducted by BBTH or arising from any complaint by third party to whom the Defective Products have been supplied to by BBTH. Should any of the Products be discovered or determined by BBTH to be a Defective Product, BBTH further reserves the right to (i) return Products upon such discovery and to require a replacement; and/or (ii) to claim consequential damages including damages for loss of profits and/or (iii) make a claim on a full indemnity basis against the Vendor against claims made by thirds parties against BBTH arising from the use of the Defective Products and/or claims by third parties for late or non delivery where the Defective Products have been onward sold or which are to be used in the manufacture of products for sale to third parties.
- 4.3. Damages for Defective Equipment: Any equipment or machinery which does not, during any agreed warranty period, perform up to the agreed level of efficiency and/or other key performance indicators as agreed between the parties, shall be considered as defective and the Vendor shall be liable to rectify such defect. The Vendor shall further be liable to BBTH for (i) any claim for consequential damages including damages for loss of profits and loss arising from lost production time (ii) claims by third parties against BBTH for late or non delivery or defects in goods where arising from the failure of the machine to perform.
- 4.4. Remedies Cumulative: The remedies provided in Clause 4.2 and 4.3 shall be cumulative and do not exclude any rights in law which BBTH may have arising from the purchase of defective goods.
- 4.5. Survival: BBTH's rights arising out Clause 4 and Clause 2.6 together with the Vendors liability to BBTH in respect of the supply of Defective Products and late delivery shall survive the termination of this Agreement.

5. TESTING AND INSPECTION

- 5.1. Right of Inspection: BBTH shall have, at any time, the right to examine and test the Products ordered, whether at the premises of the Vendor, during manufacture, in the places of shipping, during transport or upon delivery and the Vendor shall provide, all possible means and facilities for any such examination.
- 5.2. Scope of Inspection: Where the Products ordered are on the basis of specifications and standards or for the manufacture of Products by the Vendor in accordance with specifications and standards stipulated by BBTH, examination and testing shall be carried out to verify the conformity of the Products to the standards and specifications as well as to verify the Vendor's manufacturing processes to any standards and specifications stipulated.
- 5.3. Installation and Commissioning: Where installation is required, the Vendor shall fully acquaint themselves with the structural, electrical, plumbing and other provisions pertinent to the Products to be supplied. The Vendor shall ensure that on completion of the installation, the Products are free from any defects and are completely safe for operation. The Vendor shall be responsible for and shall make good any damage caused by the Vendor during installation. Where testing and commissioning is required, the Vendor shall be suitably equipped with all necessary, calibrated test and measuring instruments and represented by competent staff who shall test and commission the Products in the presence and to the satisfaction of the authorized personnel appointed by and representing BBTH. The testing and commissioning

shall include visual inspect of the Products and complete and thorough performance and safety checkout to the satisfaction of BBTH.

- 5.4. Costs: Each party will bear their own cost and expenses arising out of the conduct of such tests, provided however that if BBTH requires the results of the tests conducted by BBTH and/or Vendor to be verified by independent third parties, BBTH shall bear the cost of such additional tests.
- 5.5. Good Faith: All tests and inspections shall be carried out in good faith.

6. QUALITY OF THE PRODUCTS

- 6.1. The Products comply in all respects with their description, Specifications and the Standards (or any modifications to the Specifications and the Standards that may be agreed in writing by BBTH). The Products also comply in all respects with this Agreement, the implied conditions, warranties and terms contained in the Sale of Goods Act 1957, related statutes and any statutory re-enactment(s) or modification(s) thereof or such other laws or regulations which may be applicable from time to time.
- 6.2. The Vendor agrees and covenants that the Vendor shall comply with the requirements, guidelines, policies, etc. which may be informed by representative of BBTH from time to time to meet the quality requirements of the Products.
- 6.3. If requested by BBTH, the Vendor shall execute the Specifications and the Standards and/or such other documents requiring conformance to the quality requirements of the Products within 30 days. The Vendor shall conform to the requirements therein throughout the terms of supply and/or services.

7. WARRANTY

- 7.1. Specifications: The Vendor expressly warrants that all Products supplied shall be free of any manufacturing defect, conform to all standards and specifications as well as perform up to the performance levels, efficiencies and other key performance indicators as agreed upon between the parties and that all Products supplied will, prior to the expiry date of the Products (or if no expiry date is specified in the agreed terms, for a period of 6 years after delivery of the Product), or in the case of machinery and equipment, for the warranty period as agreed), be fit and sufficient for the purpose for which it was intended, merchantable and of good material and workmanship.
- 7.2. Patent and Other Intellectual Property Rights: Unless the Products ordered are to be manufactured in accordance with a design or process directed by BBTH, the Vendor expressly warrants also that the supply and/or manufacture of the Products do not infringe upon any patent rights, industrial design rights, trademarks and any other intellectual property rights of any third parties. The Vendor will indemnify and defend BBTH against any action or proceedings based upon a claim that the Products or any part thereof constitute an infringement of any third party intellectual proprietary rights and the Vendor shall pay all damages and cost awarded in such proceedings.

In the event, there is found to be any infringement of third party rights, the Vendor shall at Vendors own cost and expense procure for BBTH the right to continue to use the Products supplied.

- 7.3. No waiver: The obligations of the Vendor pursuant to this Section 7 shall not be affected by any test or inspection conducted by BBTH or any acceptance of the Products or by any payment there for and neither shall the obligations of the Vendor be affected by BBTH's dealing (including the sale of the Products or the use of such Products by BBTH) in the Products.
- 7.4. Survival: The obligations of the Vendor in this Section 7 shall survive termination of this agreement between the Vendor and BBTH.

8. PRICE AND PAYMENT

- 8.1. Price: The Products shall not be supplied at prices higher than the Prices ("Prices") as shown in the Purchase Order or where applicable, as agreed between the parties in writing. Any increase in price must be agreed to in writing by BBTH.
- 8.2. Lump Sum: Prices as quoted shall be on a lump sum or fixed sum basis and where the purchase refers to the purchase of Professional Services and/or finished goods and services, such Prices shall include material and labor as well as materials, labor, equipment, transport, handling of materials and all other things necessary for the delivery and completion of the scope of Professional Services and/or finished goods and services purchased.
- 8.3. Payment: Payment of the Prices, whether in full or by progressive payments shall be as stated in the Purchase Order or the Schedules agreed between the parties. Vendor shall send to BBTH an invoice for the Products delivered. Such invoice shall be addressed to BBTH and marked to the attention of the Finance Department. The invoice shall contain particulars of the Purchase Order and shall be supported by evidence of delivery of the Products. Unless otherwise stated in the Purchase Order, or otherwise agreed to in writing, payment on the invoices shall be made no later than two months from the end of the calendar month in which the invoice was received by BBTH.
- 8.4. Goods and Services Taxes: Where goods and services tax, sales and services tax, value added tax or such other tax of similar nature is payable on the Products pursuant to the provisions of the applicable laws, the Vendor shall issue a valid tax invoice showing clearly the tax portion and BBTH will make payment of such tax on a valid tax invoice.
- 8.5. Withholding Tax: If the Prices are subject to withholding taxes, BBTH shall be entitled to deduct the amount of withholding tax required by applicable law of Thailand from any and all payments to be paid to the Vendor pursuant to this Agreement and remit it to the tax authorities in the name and on behalf of the Vendor. If there is a tax treaty concluded between Malaysia and the Vendor's country which provides for an exemption or a reduction of the withholding tax amount, BBTH shall deduct the maximum amount of withholding tax according to the applicable tax treaty, provided that the Vendor shall provide BBTH with a certificate of residence evidencing its tax residency in the country of the Vendor.

9. CONFIDENTIAL INFORMATION

- 9.1. Access and Scope: Vendor acknowledges that in the course of supply of Products to BBTH, it may have access to non-public information ("**Confidential Information**") about BBTH's existing or proposed business or products and that such information is valuable to BBTH and the disclosure or unauthorized use will cause substantial harm to BBTH. Confidential Information includes without limitation any information designated by BBTH as confidential or which BBTH does not designate as public and information that is provided to third parties who are under an obligation not to further disclose. Confidential Information does not however include information which is in the public domain or which becomes part of the public domain other than as a result of Vendor's breach of its obligations herein.
- 9.2. Non Disclosure and use: Vendor shall not disclose to others or to use Confidential Information for any purpose other than as required to perform its obligations to BBTH. Should it become necessary for Vendor to disclose any of the Confidential Information to the employees of the Vendor, Vendor shall ensure that such employees comply with the restrictions imposed by this Section 9.
- 9.3. Remedies: It is acknowledged that damage to BBTH resulting from an unauthorized disclosure of Confidential Information is irreparable. Consequently BBTH shall be entitled to injunctive relief preventing any or further disclosure in addition to other available relief, including damages.
- 9.4. Return: Upon BBTH's request made at any time, Vendor shall return to BBTH all tangible material which may contain or store the Confidential Information and shall erase and delete all Confidential Information from Vendors own records or storage retrieval system.
- 9.5. Survival: The obligations of the Vendor in this Section 9 shall survive termination of this Agreement.

10. TRADEMARKS AND OTHER INTELLECTUAL PROPERTY PROTECTION

- 10.1. 10.1 General: Vendor acknowledges that the supply and/or manufacture of the Products herein do not grant the Vendor any right over any trademark, tradename, design, design process, patents and other intellectual property rights of BBTH which BBTH may allow the use of in the manufacture of the Products for BBTH by Vendor. All intellectual property developed as a result of this Agreement shall be exclusively the property of BBTH, save where expressly agreed to the contrary.
- 10.2. Return: The ownership of any artwork, design, films, plates, discs, drawings, molds contained in the Schedules and other material provided by BBTH to the Vendor or developed by the Vendor for the purposes of this Agreement (collectively "the Material") shall reside in BBTH. Such Materials shall be maintained in good order and returned to BBTH upon request by BBTH or destroyed at the request of BBTH.
- 10.3. Infringement: To the best of BBTH's knowledge, any design, design process, trademarks, tradenames and other intellectual property rights contained in the Specifications and Standards in the Schedules and in the Materials do not infringe on any third party rights. The entering into of this Agreement and the provision of the Schedules to the Vendor however shall not be construed as a warranty of non-infringement.

10.4. Non-use: Vendor shall not use in any manner howsoever, any of information contained in the Materials in the manufacture, supply or sale of any goods to any third party.

11. COMPLIANCE

11.1. Compliance Policy: Vendor agrees to comply with all applicable national and international laws and regulations, including the International Labour Organization (the "ILO"), industry standards, and all other relevant statutory requirements whichever requirements impose the highest standards of conduct. Vendor further agrees to comply with all ethical standards and BBTH's policy applicable in the performance of this Agreement.

Vendor acknowledges that BBTH is a subsidiary of a German incorporated company and is obliged to ensure compliance with various aspects of German legislation in respect of human rights in the supply chain. Vendor acknowledges that BBTH may from time to time carry out due diligence audits to ensure proper reporting and compliance under the German Act on Corporate Due Diligence Obligations in Supply Chains (Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten) ("Supply Chain Act") which came into force on 1 January 2023 and Vendor agrees to comply with the requirements of the Supply Chain Act insofar as it relates to child labour, modern slavery and environmental protection.

In addition Vendor acknowledges that as a subsidiary of a German incorporated company, BBTH is bound by restrictive measures or "sanctions" issued by the European Union. Accordingly Vendor acknowledges restrictive measures imposed by the European Union from time to time and Vendor will not knowingly procure and purchase products intended for onward supply to BBTH from any party whom Vendor knows or reasonably ought to have known is a party on whom the European Union has imposed restrictive measure. A list of the European Union restrictive measures as well as individuals and entities against whom restrictive measures have been imposed are shown in

<https://sanctionsmap.eu/#/main>

or any successor site, being any site where the functionality is substantially similar to and which can be reasonably determined to have replaced this site. The contents of the site and list of sanctions parties (individuals, entities and countries as listed shall apply as though the same were listed out herein."

11.2. Data Privacy: Vendor must abide by applicable data privacy laws and regulations when handling personal information and shall immediately report to BBTH of any unauthorized use, disclosure, or loss of personal information relating to BBTH.

11.3. Fair Competition: Vendor shall comply with laws and regulations on fair competition.

11.4. Environment, Health and Safety: Vendor shall comply with all applicable laws and regulations regarding environment, health and safety. Vendor must work in a way that assures their own safety and the safety of others and in compliance with applicable environmental, health and safety requirements and to report promptly to BBTH any incident that may impact BBTH or the business conducted by the Vendor.

- 11.5. Dealing with Government Officials: Vendor is prohibited from directly or indirectly paying anything of value to a government official in order to (a) win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization; (b) gain an improper advantage; or (c) illegally influence the action of any individual, customer, company, or company representative.
- 11.6. No Gift Policy: In addition, notice is hereby given to the Vendor that BBTH does not require and expressly prohibits any payments, gifts or gratuities to be made to any employees of BBTH.

12. GENERAL PROVISIONS

- 12.1. Non-assignment: The Vendor may not assign, transfer, or sell its rights under this Agreement, or delegate its duties hereunder, to any person including any Associates (as defined below) of the Vendor, without the prior written consent of BBTH, which may be granted or withheld in sole discretion of BBTH. A transfer of a controlling interest in the Vendor shall constitute an assignment. Any purported assignment without BBTH's consent shall be void and shall constitute a material breach of this Agreement.
- 12.2. Entire Agreement; Modification: This Agreement and Schedules contains the entire and final agreement between the parties. No modification of any of its provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.
- 12.3. Waiver: A waiver of any obligation the Vendor has under this Agreement shall be effective only if in writing signed by BBTH. Any waiver shall not affect BBTH's right to require strict compliance with this Agreement in the future.
- 12.4. Indemnification: The Vendor shall defend, indemnify and hold harmless BBTH and each of BBTH's shareholders, officers, directors, agents, and employees from any claims, demands, loss, damage, liability, or expense, including solicitors fees and costs (on a solicitor client and full indemnity basis) arising out of or attributable to the Products or any part thereof, the manufacture, design or formulation of the Products or any part thereof, any acts or omissions of the Vendor or its employees or agents or any breach by the Vendor of any provisions or representations contained herein.
- 12.5. Notices: Any notices hereunder shall be given in writing directed to the address of each party set forth on the cover page of this Agreement, or to such other address as either party may substitute by written notice to the other, and shall be deemed given (i) when personally delivered; (ii) if sent by an international courier service, on the third working day after deposit with such courier, properly addressed and fee prepaid or billed to sender; (iii) if sent by facsimile, upon and after the receipt of a machine-generated written confirmation report confirming transmission to the proper facsimile number of the receiving party.
- 12.6. Governing Law: The rights of the parties shall be governed by the laws of Thailand.
- 12.7. Force Majeure: Neither party shall be liable for any delay or default in performing its obligations if such default or delay is caused by any event beyond the reasonable control

of such party, including, but not limited to, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, labor disturbances or strikes. Labour and materials shortage shall not be considered as a Force Majeure event.

Where the Vendor is the party suffering such cause, the Vendor shall immediately notify BBTH and the expected duration of such cause whereupon BBTH shall be entitled to terminate any Purchase Order remaining unfulfilled.

- 12.8. 12.8 Associates: Any breach or violation of any term of this Agreement by any Associates of the Vendor shall be deemed to be a breach or a violation by the Vendor. An "Associate" is (i) a director or officer of the Vendor; or (ii) a person or entity controlling, controlled by, or under common control with the Vendor and their directors and officers; or (iii) a person or entity related to or in which the directors and officers referred to in (i) and (ii) have substantial interest in.
- 12.9. Working days: Where reference is made to a working day in this agreement, it shall mean a day on which the offices of BBTH and the financial institutions in Thailand are open for business.
- 12.10. BBTH's Remedies: BBTH's exercise of any of its rights and remedies under this Agreement or at law following the Vendor's breach shall not be the exclusive rights or remedies of BBTH and shall in no way limit BBTH additional rights or remedies available to it under this agreement or law. Without limiting the foregoing, in the event of a breach by the Vendor of any of its obligations under this agreement, BBTH may, upon notice to the Vendor and as determined in BBTH's sole discretion, terminate this agreement in its entirety and to cancel any Purchase Order as yet unfulfilled.
- 12.11. Severability: The illegality, invalidity or unenforceability of any part or parts of this Agreement for any reason shall not prejudice or affect the validity of the remaining parts.
- 12.12. Language: any of the terms or conditions set forth within this Agreement were to be translated into a language other than English, then the English version will be controlling in all respects and will prevail in the event of discrepancies and/or inconsistencies between the English and translated versions, if any. Vender hereby agrees that under no circumstances shall BBTH be responsible for any damage or loss caused by any error, inaccuracy, misunderstanding, or misspelling resulting from or related to translations of this Agreement.

[END OF TERMS AND CONDITIONS]