

General Terms and Conditions of Sales and Delivery (GT&Cs) of Becton Dickinson Dispensing UK Ltd

1. General/Scope

1.1 All deliveries and services by Becton Dickinson Dispensing UK Ltd ("Becton Dickinson") shall be made exclusively under the General Terms and Conditions of Sale and Delivery ("General Terms and Conditions") outlined below. Other provisions, in particular General Terms and Conditions of the Customer shall not apply, regardless of whether or not they have been expressly rejected by Becton Dickinson. This shall also apply if Becton Dickinson performs a service explicitly in the knowledge of other terms and conditions.

2. Offer/Contract contents

2.1 Only the offer designated explicitly in writing as binding by Becton Dickinson shall be binding ("Offer"). An offer shall only be valid for a period of four weeks from the date of issue, unless stated otherwise in the offer. The contract shall come into force when the Customer has signed the offer and returned it to Becton Dickinson within the designated period; the date of receipt of the signed offer by Becton Dickinson shall be definitive.

2.2 Design and configuration features contained in offers for specific models do not represent characteristics of the state of the object to be supplied ("Goods"), unless agreed otherwise. Becton Dickinson shall be entitled to deviate from the descriptions in the offer to a reasonable extent, insofar as these deviations are not of a fundamental or essential nature and the contractual purpose is not hereby restricted.

2.3 Warranties (in particular as to quality) shall only be binding for Becton Dickinson to the extent that they (i) are contained in an offer or an order confirmation, (ii) are explicitly designated as "guarantee" or "condition guarantee", and (iii) Becton Dickinson's resulting obligations from the guarantee are explicitly stipulated. Becton Dickinson does not give any representations, warranties or undertakings in relation to Goods other than those set out in these Conditions, and accordingly any representation, warranty or condition that might be implied or incorporated into a contract (including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979) is excluded from each contract to the fullest extent permitted by law.

3. Delivery, delayed delivery, default of acceptance

3.1 The Customer shall bear the risk of loss or damage to the goods supplied from delivery of the goods to the Customer.

3.2 Insofar as delivery times or dates have been agreed in writing as binding, they shall apply. Information provided otherwise by Becton Dickinson concerning delivery times or delivery dates shall be non-binding. Time is not of the essence for delivery.

3.3 Becton Dickinson shall not be in default if a supplier does not supply correctly or in due time to Becton Dickinson. Becton Dickinson shall use reasonable efforts to mitigate the consequences for the Customer.

3.4 Becton Dickinson shall be entitled to make partial deliveries if acceptance of such deliveries is not unreasonable for the Customer, especially when the delivery of the remaining ordered goods is ensured and no significant overhead or substantial additional costs are thereby incurred by the Customer (unless Becton Dickinson agrees to assume these costs). Each partial delivery may be invoiced separately.

3.5 Should Becton Dickinson fail to meet the binding installation date, the customer can extend their lump-sum compensation for the damage caused by the delay. The lump sum equals 0.5% of the value of the late products ('delivery value') for each full calendar week of the delay, with the total not to exceed 5% of the delivery value. Becton Dickinson retains the right to prove that the customer incurred no damage or significantly less damage.

3.6 The Customer shall be in default of acceptance if he does not accept the goods on the binding installation date agreed upon.

3.7 If the binding installation date is rescheduled once or more at the request of or due to the fault of the customer, Becton Dickinson is entitled to demand lump-sum compensation for damage caused by the default. The lump sum equals 3% of the contract value per deferral. If the newly arranged installation date is more than 8 weeks after the original binding installation date agreed, Becton Dickinson is entitled to demand storage costs in the amount of 0.1% of the contract value per week from the ninth week onwards. The customer is entitled to provide proof to the contrary that the damage incurred by Becton Dickinson is lower.

3.8 Should the customer culpably terminate the contract before the binding installation date is agreed, Becton Dickinson shall be entitled to lump-sum compensation of 4.5% of the contract value. For termination after the binding delivery date has been agreed, the

lump-sum compensation is 25% of the contract value. The customer is entitled to produce counter-evidence proving that the cost of the damage is lower.

3.9 If the preferred installation date is achieved and should the customer culpably fail to agree to a binding installation date despite being requested to do so by Becton Dickinson, Becton Dickinson has the right to terminate the contract. In this case, Becton Dickinson shall be entitled to lump-sum compensation of 4.5% of the contract value. The customer is entitled to produce counter-evidence proving that the cost of the damage is lower.

4. Force majeure

If Becton Dickinson is prevented or delayed from fulfilling its contractual obligations due to force majeure, such as mobilization, war, terrorism, riots, natural disasters, epidemics, pandemics, fire or other events or circumstances outside Becton Dickinson's control, such as strikes or legal lockouts, operational or transport disruptions or raw material procurement difficulties, the agreed delivery date shall be deferred according to the duration of the delivery obstruction plus a reasonable start-up period. Becton Dickinson shall notify the Customer of the beginning and the expected end of such circumstances as soon as possible. If the impediment lasts two months or longer, both parties may withdraw from the contract.

5. Commissioning

5.1 The customer confirms the operational handover of the product in the protocol for equipment handover and commissioning.

5.2 The operational handover and commissioning is considered to be completed when the specified functions offered have been or can be demonstrated in an operational test, if and insofar that the customer does not comply with their obligations or cooperation in preparation for commissioning despite written requests by Becton Dickinson, inclusive of deadline.

5.3 Commissioning and handover takes place on the agreed date or immediately following notification of readiness for commissioning by Becton Dickinson. Defects identified during commissioning of which Becton Dickinson has been notified shall be rectified by Becton Dickinson within a reasonable period. Non-substantial defects (i.e. defects that do not significantly impair the intended use of the product) shall

not be cause for failed commissioning. Commercial use of the product by the customer before successful commissioning shall only be possible after staff have been trained and following written authorisation from Becton Dickinson.

6. Prices, payment terms and conditions

- 6.1 Unless otherwise agreed, the prices shall be in GBP, including packaging and shipping. Any sales tax payable shall be calculated separately at the applicable statutory rate.
- 6.2 The payment terms shall be governed by the relevant offer.
- 6.3 If the payment period is exceeded, the Customer shall be in default without any further reminder. Receipt in the specified account of the amount stated on the invoice shall be decisive for determining punctual payment.
- 6.4 The Customer can only offset or assert retention rights if his claims are undisputed or determined without further legal recourse.

7. Warranty rights

- 7.1 If Customer properly notifies Becton Dickinson in writing during the relevant warranty period that goods are defective, Becton Dickinson shall have the option of remedying the defect or providing replacement goods (in whole or in part). In either case, the remaining portion of the original warranty period shall commence on the return of the remedied goods or on delivery of replacement goods, as applicable.
- 7.2 If the remedied or replacement goods are also defective, the Customer can within the original warranty period return the goods and terminate the contract. Alternatively, Becton Dickinson may make an appropriate reduction in the purchase price.
- 7.3 Sections 7.1 and 7.2 set out Becton Dickinson's sole obligations and Customer's sole remedies in respect of defective goods.
- 7.4 The Customer shall bear the appropriate costs of an improper assertion of warranty rights (e.g., if the goods were not defective); the same shall apply if Becton Dickinson undertakes work in relation such rights without being required to do so.
- 7.5 The warranty period for goods shall be twelve months from delivery unless expressly agreed otherwise in writing
- 7.6 If the supply of used goods is agreed in individual cases, the warranty period shall be 30 days and goods shall not be considered defective to the extent that an alleged defect relates to issue(s) that were brought to Customer's attention, or of which Customer ought reasonably have been aware, prior to the date of delivery.

8. Liability

- 8.1 Subject to Section 8.4, Becton Dickinson shall not be liable under or in connection with a contract for the sale of any goods or the provision of associated maintenance or services, including in negligence, for any: (a) loss of profit, business, revenue, anticipated savings or goodwill, in each case whether direct or indirect; or (b) any type of special, indirect or consequential loss or damage (including business interruption).

8.2 Subject to Section 8.4, the maximum aggregate liability of Becton Dickinson under or in connection with a contract for the sale of the goods or the provision of associated maintenance or services, including in negligence, shall be limited to the amount of the purchase price of the goods to which such liability relates.

8.3 Subject to Section 8.4 and without prejudice to Sections 7.5 and 7.6, Becton Dickinson shall not be liable for any loss or damage in relation to goods or services provided by Becton Dickinson unless Becton Dickinson receives a written claim within twelve months of the date on which the Customer became aware of the circumstances substantiating the claim. Regardless of the Customer's knowledge, the claim shall become time-barred three years after delivery.

8.4 Nothing in these General Terms and Conditions shall restrict or exclude Becton Dickinson's liability: (a) under Part 1 of the Consumer Protection Act 1987; (b) in respect of fraudulent misrepresentation; (c) for death or personal injury caused by negligence; (d) arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (e) any other liability of Becton Dickinson which may not be lawfully excluded or limited.

8.5 Subject to Section 8.4, insofar as liability of Becton Dickinson is excluded or limited by these General Terms and Conditions, any personal liability of its representatives, employees and vicarious agents shall also be excluded or limited.

9. Intellectual property rights

All intellectual property rights associated with the delivered goods remain with Becton Dickinson or its suppliers or sub-suppliers, including companies associated with Becton Dickinson or group companies of Becton Dickinson, and belong exclusively to Becton Dickinson or if appropriate its suppliers or sub-suppliers. This includes copyright, patent, trademark, design rights, know-how, rights to trademarks, database rights and exclusive licensing rights.

10. Retention of title

10.1 Becton Dickinson shall retain title to delivered goods until (a) the Customer has paid Becton Dickinson in full for such goods pursuant to Section 6; and (b) no other sums are then outstanding from the Customer to Becton Dickinson on any account whatever, whether or not such sums have become due for payment ("Retained Title Goods").

10.2 While property in the Retained Title Goods remains with Becton Dickinson pursuant to this Section, the Customer shall: (a) hold the Retained Title Goods on a fiduciary basis only and as bailee for Becton Dickinson; (b) store the Retained Title Goods in good condition and separately from its own goods and those of any other person so that they remain readily identifiable as Becton Dickinson's property; and (c) insure the Retained Title Goods to their full value against "All Risks" to the reasonable satisfaction of Becton Dickinson; provided that the Customer may sell the Retained Title Goods in the ordinary course of its business, but may not otherwise deal with, sell, part with possession of, consume or otherwise dispose of the Retained Title Goods until title to them has passed to the Customer pursuant to Section 10.1.

10.3 If before title to the Retained Title Goods passes to the Customer the Customer becomes subject to any of the events listed in Section 11.1, or Becton

Dickinson reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Retained Title Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Becton Dickinson may have, Becton Dickinson may at any time require the Customer to deliver up the Retained Title Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Retained Title Goods are stored in order to recover them. The Customer gives Becton Dickinson irrevocable authority to enter its premises without notice for the purpose of collecting and removing the Retained Title Goods in accordance with this Section 10.3.

10.4 Any sale by the Customer permitted by Section 10.2 shall, as between the Customer and its customer, be effected by the Customer as principal and not as agent, but as between the Customer and Becton Dickinson the Customer shall have a fiduciary duty to account to Becton Dickinson for the proceeds of any such sale up to the total amount outstanding to Becton Dickinson, and pending such accounting shall hold the proceeds on trust for Becton Dickinson.

11. Miscellaneous / Final provisions

11.1 Becton Dickinson may cancel or suspend all further deliveries under any contract with the Customer and/or terminate a contract, in each case without incurring any liability to the Customer, if at any time: (a) the Customer fails to pay for the goods in accordance with Section 6; (b) the Customer fails to pay any other debt due and payable to Becton Dickinson by the relevant due date; (c) the Customer commits a material breach of these General Terms and Conditions or the contract; (d) any distress or execution is levied upon any of the Customer's goods; (e) a petition is presented, order made, meeting convened, resolution passed or any step is taken by any person (including Becton Dickinson) with a view to the winding up (whether solvent or insolvent) of the Customer, or the Customer ceases or threatens to cease to carry on all or a material part of its business; or (f) the Customer stops or suspends or threatens to suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to do so under section 123 of the Insolvency Act 1986 or any analogous legislation in any jurisdiction.

11.2 The Customer may not assign or transfer (in whole or part) its rights and/or obligations in connection with deliveries or services without the prior written consent of Becton Dickinson. Becton Dickinson may assign its rights and/or obligations (in whole or part) to any affiliated company or third party.

11.3 The parties submit to the non-exclusive jurisdiction of the courts of London for all disputes in connection with a delivery or any contract. Becton Dickinson shall also be entitled to take action at the Customer's local court.

11.4 These General Terms and Conditions and all contracts formed under them shall be governed by and construed in accordance with the laws of England, to the exclusion of the UN Sales Convention (CISG).

11.5 If any individual provision of these General Terms & Conditions is or becomes ineffective in full or in part, the validity of the remaining provisions shall remain unaffected.

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