

## Terms and Conditions – Kent Surgical Industries (Direct Customers)

### 1. General Provisions

**1.1 Scope and Applicability:** These General Terms and Conditions (“General Terms”) govern all sales and transactions between Kent Surgical (“Seller”) and its customers (“Buyer”). These General Terms, in conjunction with the Contract, Schedules, Addenda, Product Warranty, and any Special Terms, collectively constitute the entire agreement between the parties concerning the sale of Products. They supersede all prior proposals, agreements, or communications, whether oral or written, related to the Products. Any amendments to these General Terms by the Seller will be communicated to the Buyer, who agrees to be bound by such amendments.

**1.2 Contract Formation:** A contract is established when the Seller issues a written order confirmation or upon delivery of the Products. Deviations or additional terms proposed by the Buyer are considered non-binding unless explicitly accepted in writing by the Seller. Orders placed by the Buyer are subject to the Seller’s approval and acceptance.

**1.3 Order Placement and Acceptance:** Orders must be submitted in writing, including all necessary details. The Seller reserves the right to reject or modify any order. Confirmation of the order or delivery by the Seller constitutes acceptance of the order. Any conflicting or additional terms proposed by the Buyer are rendered void, except for delivery instructions and quantities ordered.

### 2. Offer and Conclusion of Contract

**2.1 Non-Binding Offers:** All offers made by the Seller are subject to change and are non-binding unless confirmed in writing by the Seller. In cases of immediate delivery without an order confirmation, the invoice shall serve as the order confirmation.

**2.2 Product Specifications:** Specifications such as drawings, illustrations, dimensions, weights, and other performance characteristics of Products are only binding if expressly agreed upon in writing by the Seller.

**2.3 Partial Deliveries:** The Seller reserves the right to execute partial deliveries of Products as deemed appropriate.

### 3. General Business Terms

**3.1 Exclusivity of Terms:** All business transactions with the Buyer are governed solely by these General Terms. Deviating terms and conditions proposed by the Buyer are not recognized unless expressly agreed upon in writing by the Seller.

**3.2 Supplementary Agreements:** Any assurances, subsidiary agreements, or amendments to the contract are only effective if confirmed in writing by the Seller.

**3.3 Creditworthiness and Insolvency:** If the Buyer’s creditworthiness deteriorates or if insolvency proceedings are initiated against the Buyer’s assets, the Seller reserves the right to cancel the contract, either in whole or in part.

**3.4 Transfer of Orders and Claims:** The Buyer may not transfer orders to third parties without the Seller's consent. The assignment of claims against the Seller is also excluded without prior approval.

**3.5 Acceptance of Terms:** By placing an order or accepting delivery, the Buyer acknowledges and agrees to these General Terms and any applicable terms outlined in the Contract.

#### 4. Pricing Structure

**4.1 Price Quotation:** The price of the Goods will be as per the quotation/agreement provided. Prices are liable to change at any time, but price changes will not affect orders that have been confirmed in writing.

**4.2 VAT:** All prices include VAT, if applicable, which will be calculated and displayed at checkout.

**4.3 Pricing Errors:** In the event of a pricing error, the correct price will be charged at the time of dispatch, and the Buyer will be informed if necessary.

#### 5. Payment Terms

**5.1 Non-Account Holders:** Payment must be made in full prior to dispatch. Accepted payment methods include credit or debit cards; cheques are accepted but goods will only be released once funds have cleared.

**5.2 Account Holders:** Payment can be made by invoice, with a 30-day payment window from the invoice date upon prior approval.

**5.3 Late Payments:** Any unpaid balance is subject to a service charge of 1.5% per month or the maximum rate permitted by Article 72 in the Federal Decree-Law No. 50/2022, whichever is lower, until the balance is paid in full.

**5.4 Taxes and Charges:** The Buyer is responsible for any taxes imposed on the product, its sale, transportation, delivery, use, or consumption.

**5.5 Unconditional Payment Obligation:** The Buyer's obligation to pay all outstanding invoices and other amounts is absolute and unconditional. No payment can be deferred, offset, or reduced for any reason.

**5.6 Application of Discounts and Rebates:** Any discounts, rebates, administrative fees, or credits owed by the Seller to the Buyer will be applied against delinquent balances before any payment or reimbursement is made.

**5.7 Billing Disputes:** Disputed amounts must be reported immediately and paid alongside undisputed amounts by the payment due date. If the Seller agrees with the billing dispute, the Buyer will be credited accordingly. All billing disputes must be reported within thirty (30) days of the applicable invoice date; otherwise, the dispute will be deemed waived by the Buyer.

**5.8 Non-Payment and Insolvency:** If payment is not made within the agreed terms, or if the Buyer becomes insolvent or bankrupt, the Seller may withhold further shipments, terminate outstanding orders, and require prepayment for future orders.

**5.9 Fraudulent Activity:** Providing false payment details or using invalid credit/debit cards is illegal. Any suspicion of fraudulent activity or overdue payments may result in the termination of outstanding orders, account suspension, or refusal to accept future orders.

**5.10 Credit Account Applications:** Credit checks may be conducted, including searches with credit reference agencies, which will retain a record of the search, whether or not credit is granted. This information may also be used for fraud prevention, money laundering checks, and account management.

**5.11 Collection Costs:** The Buyer will be responsible for reimbursing the Seller for any costs related to collecting overdue amounts, including attorneys' fees, court costs, and related expenses.

## 6. Shipping Terms

**6.1 Shipping Charges and Handling:** Shipping costs are borne by the Seller. Prices listed include standard delivery costs. Additional charges may apply for special delivery requirements or circumstances outside of standard delivery conditions.

**6.2 Expedited and Specialized Services:** Should the Buyer request expedited transportation, specialized services, or alternative transportation modes that deviate from the Seller's standard distribution practices, the Seller reserves the right to charge an additional fee to cover any premium expenses. Such charges will be reflected on the invoice.

**6.3 Partial Shipments:** The Seller may make partial shipments of the Products, and the Buyer agrees to accept and pay for such shipments at the prices specified on the invoice.

**6.4 Delivery Schedules:** Delivery schedules provided are approximate and based on current conditions. While the Seller strives to meet these schedules, unforeseen delays may occur. The Seller is not liable for delays caused by factors beyond its control. The delivery or performance time is considered fulfilled if the Products have left the Seller's facility before the expiration of the agreed period or if the Seller has indicated completion for collection.

## 7. Defective Goods and Returns

**7.1 Defective Goods:** If the goods do not conform to these terms, the Buyer may notify the Seller immediately, and the Seller will arrange for collection and replacement or repair at its cost.

**7.2 Claims for Damaged or Defective Goods:** Any claims for damaged or defective goods must be made within 5 working days from delivery. Failure to do so releases the Seller from any liability.

**7.3 Non-Returnable Products:** The following products are not eligible for return:

- Products that have deteriorated due to improper handling, abuse, or other factors outside Kent Surgical's control.
- Products that have been opened, partially used, sterilized, or where labels or seals have been removed or tampered with.
- Damaged or opened cases, including resealed cartons.
- Products modified, custom-made, or tailored to the Buyer's specifications.

- Sterile products or implants that have been opened, removed from original packaging, or are returned within six (6) months of their expiration date.
- Products discontinued by Kent Surgical.

## 8. Liability

**8.1 Limitation of Liability:** The Seller limits its liability to the total value of goods purchased.

**8.2 Exclusion of Indirect Losses:** The Seller will not be liable for indirect or consequential losses, such as loss of profit or business, arising from the use of the goods.

## 9. Force Majeure

**9.1 Non-Responsibility for Delays:** The Seller is not responsible for delays caused by unforeseen circumstances beyond its control, such as natural disasters, transportation disruptions, or government restrictions.

**9.2 Suspension of Obligations:** During a Force Majeure event, the Seller's obligations are suspended. The Seller will attempt to fulfil the contract once the event concludes.

## 10. Governing Law

**10.1 Applicable Law:** All contracts for the purchase of goods from Kent Surgical are governed by UAE law, specifically in line with Federal Law No. (18) of 1983.

## 11. Intellectual Property

**11.1 Ownership:** All intellectual property rights, including but not limited to patents, trademarks, designs, and copyrights, in any materials or products provided by Kent Surgical remain the property of Kent Surgical or its licensors.

**11.2 Limited Use:** The Buyer is not granted any rights to use Kent Surgical's intellectual property except as expressly permitted under the terms of the contract.

## 12. Confidentiality

**12.1 Obligation to Maintain Confidentiality:** Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of the contract.

**12.2 Continuing Obligation:** This obligation of confidentiality shall continue even after the termination of the contract.

## 13. Product Specifications

**13.1 Changes to Specifications:** All product specifications, dimensions, and descriptions are provided in good faith. However, Kent Surgical reserves the right to make changes to specifications and designs without prior notice.

**13.2 Customer Requested Changes:** Any changes to product specifications requested by the customer must be agreed upon in writing and may result in additional charges.

## 14. Compliance with Regulations

**14.1 Customer Responsibility:** The customer is responsible for ensuring that the goods comply with any local regulations or standards applicable in their jurisdiction.

**14.2 Seller Liability:** Kent Surgical is not liable for any non-compliance with local regulations or standards that may result from the use of the goods.

## 15. Warranty Limitations

**15.1 Warranty Coverage:** The warranty provided does not cover any defects arising from improper handling, installation, or use of the goods. Warranty is voided in the following cases:

15.1.1 if the instruments are not reprocessed as per the Instruction For Use

15.1.2 if the instruments are repaired by vendors that are not authorized by Kent Surgical Industries for repair of Kent Surgical Instruments.

**15.2 Warranty Claims:** Claims under the warranty must be accompanied by evidence of the defect and proof of purchase.

## 16. Termination

**16.1 Termination Rights:** Kent Surgical reserves the right to terminate the contract if the customer fails to meet their obligations or breaches any of the terms and conditions.

**16.2 Termination Costs:** In the event of termination, the customer will be responsible for any costs incurred up to the date of termination.

## 17. Dispute Resolution

**17.1 Negotiation:** Any disputes arising from or in connection with the contract shall be resolved through negotiation in good faith.

**17.2 Court Resolution:** If the dispute cannot be resolved through negotiation, it shall be submitted to the competent courts of the UAE for resolution.

## 18. Data Protection

**18.1 Data Handling:** Kent Surgical will handle any personal data provided by the customer in accordance with UAE Data Protection law - **Federal Decree-Law No. 45 of 2021.**

**18.2 Customer Information:** The customer agrees to provide accurate and complete information and to update Kent Surgical with any changes to their details.