

Effective Date: 20 November 2021

TERMS AND CONDITIONS OF SALE (UK) (“CONDITIONS”)

REMOTE MEDICAL INTERNATIONAL UK LTD (“RMI”)

These Conditions apply to all Sales Quotes and Sales Orders issued by RMI and will supersede any Client terms and conditions (if any), whether printed on any invoice, order, quotation, specification, or any other document provided by Client. Anything else in these Conditions notwithstanding, any Master Services Agreement between Client and RMI already

existing at the time of an Order that addresses the sale of goods will take precedence over these Conditions.

1. INTERPRETATION

1.1 Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client: the individual or entity listed as the recipient in the Sales Quote or as the billing contact in the Sales Order.

Force Majeure Event: events, circumstances, or causes beyond a party's reasonable control

Goods: the items set out in the Sales Order.

Order: an order for the Goods submitted by the Client in accordance with clause 2

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any phrase introduced by the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes emails, except for purposes of contract modification.
- (d) No action on the part of RMI (including delivery of the goods) will be construed as an acceptance of any other conditions. Any changes to the Agreement will be notified to the Client in writing.
- (e) By placing an order to RMI, the Client confirms its full compliance with all regulatory and compliance requirements as well as the rapid delivery of the Goods to pharmacies and/or hospitals supplying medicines to patients or other relevant third-party recipients.

2. ORDERS

2.1 Orders will be given by a Client signing a Sales Quote, issuing a purchase order that matches the Sales Quote, or

accepting a Sales Quote in writing, which may include email. RMI may accept or decline Orders and make any subsequently requested amendments at its absolute discretion.

2.2 The Client is responsible for ensuring that Orders and any applicable specifications (“Specifications”) are complete and accurate.

2.3 This agreement (“Agreement”) comes into effect on the date the Sales Quote is accepted and will be made up of the Sales Quote, Sales Order, and these Conditions. The Sales Order and Sales Quote will take precedence over the Conditions, in that order, in the event of any conflict.

3. THE GOODS

3.1 RMI will provide the Goods set out in the Order under the terms set out in this Agreement.

3.2 Notwithstanding the foregoing, RMI reserves the right to amend the Goods or Specification including if required by any applicable statutory or regulatory requirements or official guidance from relevant governmental authorities with reasonable notice to the Client.

4. DELIVERY

4.1 RMI will ensure that:

- (a) each delivery of Goods is accompanied by a delivery note that shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if RMI requires the Client to return any packaging materials to RMI, that fact is clearly stated on the delivery note and RMI will arrange collection. Disposal of packaging will otherwise be at the Client's cost.

4.2 RMI will endeavour to deliver Goods to the location listed on the Sales Order (“Delivery Location”) on the relevant delivery date and may deliver the Goods in instalments.

4.3 Delivery

- 4.4 RMI will not be liable for any delay in delivery or failure to deliver of any Goods that is caused by:
- (a) a Force Majeure Event; or
 - (b) the Client's failure to provide RMI with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.1 The Client is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as may be required and, if required by RMI, the Client will make those licences and consents available to RMI prior to the relevant shipment.
- 5. QUALITY**
- 5.1 RMI warrants that, for a period of 3 months from the date of delivery (warranty period), the Goods will:
- (a) conform in all material respects with the Specifications where relevant; and
 - (b) be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
- (a) the Client gives notice in writing to RMI during the warranty period, within 10 Business Days of discovery that some or all of the Goods do not comply with the warranties set out in clause 5.1;
 - (b) RMI is given a reasonable opportunity to examine such Goods; and
 - (c) the Client (if asked to do so by RMI) returns such Goods to RMI's place of business at the Client's cost,
- RMI will, at its option, repair or replace any Goods that are found to be defective or refund the price of such defective Goods in full.
- 5.3 RMI will not be liable for Goods' failure to comply with the warranties set out in clause 5.1 if:
- (a) the Client makes any further use of such Goods after giving notice of defects in accordance with clause 5.2;
 - (b) the defect arises because the Client failed to follow RMI's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of RMI following any instructions, drawing, design, or Specifications supplied by the Client;
 - (d) the Client alters or repairs such Goods without the written consent of RMI;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description or the Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 RMI's only liability to the Client if the Goods fail to comply with the warranties set out in clause 5.1 is as set out in this clause 5.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.
- 5.6 The terms of the Agreement will apply to any repaired or replacement Goods supplied by RMI.
- 6. TITLE AND RISK**
- 6.1 All shipments will be Ex Works origin, as defined in Incoterms 2020.
- 6.2 Title to Goods will only pass to the Client once RMI receives payment in full (in cleared funds) for them.
- 6.3 Until title to the Goods has passed to the Client, the Client will:
- (a) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - (c) give RMI such information as RMI may reasonably require from time to time relating to the Goods.
- 6.4 RMI may recover Goods in which title has not passed to the Client. The Client irrevocably licenses RMI, its officers, employees and agents, to enter any premises of the Client (including with vehicles), in order to satisfy itself that the Client is complying with the obligations in clause 6.3 and to recover any Goods in which title has not passed to the Client.
- 7. PRICE AND PAYMENT**
- 7.1 The Client will pay for Goods in accordance with this clause 7.
- 7.2 The price of the Goods includes only costs specifically indicated on the Sales Quote or Sales Order and may not include the following:
- (a) the costs of packaging, insurance, and transport of the Goods;
 - (b) customs, handling, import and/or export duties; and
 - (c) expenses, including (but not limited to) amounts in respect of VAT, sales or withholding tax, at the prevailing rate (if applicable).
- 7.3 RMI may invoice the Client for the price of Goods plus VAT at the prevailing rate (if applicable) and all other costs set out in this agreement on or at any time after it confirms the relevant Order to the Client.
- 7.4 RMI must receive full payment for Orders prior to shipment. RMI reserves the right to cancel any Orders for which payment has not been received.
- 7.5 If the Client fails to make any payment due to RMI under the Agreement by the due date for payment, then:
- (a) the Client will pay interest on the overdue sum from the due date until payment of the overdue sum,

whether before or after any judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- (b) RMI may suspend all further deliveries of Goods until payment has been made in full.

7.6 All amounts due under this agreement from the Client to RMI will be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law). RMI may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by RMI to the Client.

8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement will limit or exclude RMI's liability for :

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any losses which cannot be excluded or limited by applicable law.

8.2 Subject to clause 8.1:

- (a) RMI will not be liable to the Client, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Agreement; and
- (b) RMI's total liability to the Client for all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, will not exceed the total value of the Order.

9. GENERAL

9.1 **Force majeure.** Neither party will 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 a Force Majeure Event.

9.2 **Assignment and other dealings.**

- (a) The Client will not assign, transfer, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of RMI.
- (b) RMI may at any time assign, transfer, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights under this Agreement.

9.3 **Confidentiality.**

- (a) Each party undertakes that it will not at any time during this agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party

belongs, except as permitted by clause 9.3(b). In this clause, group means in relation to a party, that party, any subsidiary, or holding company from time to time of that party and any subsidiary from time to time of a holding company of that party.

- (b) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, contractors, sub-contractors, 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 will ensure that its employees, officers, representatives, contractors, sub-contractors, or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and

- (ii) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

- (c) No party will 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.

9.4 **Entire agreement.**

- (a) Except as explicitly stated in these Conditions, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

9.5 **Variation.** No variation of this Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

9.7 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.

9.8 **Notices.**

- (a) Any notice regarding this Agreement must be in writing either delivered by a nationally recognized overnight carrier or by email to the other party's contact information listed on the Order Form. Notice will be deemed received the day delivered, if by overnight carrier, or at the time sent if by email when no error was received.
- (b) The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

9.9 **Third party rights.** No one other than a party to this Agreement will have any right to enforce any of its terms.

9.10 **Governing law.** 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 will be governed by, and construed in accordance with, the law of England and Wales.

9.11 **Jurisdiction.** 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 this Agreement or its subject matter or formation.