

STANDARD TERMS AND CONDITIONS OF SUPPLY FOR AUSTRALIA

IMPORTANT: These Terms and Conditions govern all supply of Products by The O R Company Pty Ltd (trading as Aspen Surgical) ("Aspen") to approved credit customers in Australia. By placing an Order, the Customer agrees to be bound by these Terms. Where a separate signed written contract or tender agreement exists, that contract prevails to the extent of any inconsistency.

1. Definitions

In these Terms and Conditions:

ACL means the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

Aspen means The O R Company Pty Ltd (ABN 17 082 404 760) trading as Aspen Surgical.

Business Day means a day that is not a Saturday, Sunday or public holiday in the state or territory in which the relevant Aspen office is located.

Confidential Information means any information (however recorded or preserved) disclosed by Aspen to the Customer, including but not limited to pricing, product specifications, clinical data, trade secrets, business processes and these Terms, that is designated as confidential or that ought reasonably to be regarded as confidential given its nature or the circumstances of disclosure.

Contract means the agreement formed when Aspen accepts an Order, incorporating these Terms and Conditions.

Customer means the entity that has completed an approved credit application and to whom Aspen has extended credit, as identified in the relevant Order.

Delivery means Aspen making Products available to the Customer at the agreed delivery point, or (if no point is agreed) at the Customer's registered delivery address shown in Aspen's records.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IFU means the Instructions for Use provided with, or otherwise made available in respect of, any Products.

Insolvency Event in respect of a party means: (a) the party is unable to pay its debts as and when they fall due; (b) a receiver, receiver and manager, administrator, liquidator or provisional liquidator is appointed to it or any of its property; (c) it enters into any arrangement, compromise or composition with its creditors; (d) any proceedings for winding-up or dissolution are commenced against it; or (e) it ceases or threatens to cease to carry on all or a material part of its business.

Intellectual Property Rights means all present and future rights in patents, copyright, trademarks, designs, trade secrets, know-how and all other intellectual or industrial property rights, whether registered or unregistered, in relation to any Products or Aspen's Confidential Information.

Order means a written or oral order by the Customer to purchase Products from Aspen.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSR means the Personal Property Securities Register established under the PPSA.

Price means the purchase price for Products as determined under clause 3.

Products means all medical devices, surgical instruments, electrosurgical Products, consumables and other goods or Products supplied, or agreed to be supplied, by Aspen to the Customer pursuant to an Order from time to time.

RGA means a Return Goods Authorisation issued by Aspen under clause 9.

Saleable Condition means (in Aspen's reasonable opinion) that the Products are: (a) in their original, unopened and undamaged packaging; (b) unused and free from any label, sticker or marking placed by the Customer; (c) if delivered in sterile packaging, of uncompromised sterility and integrity; and (d) if the Products have an expiry date, not within 12 months of expiry.

2. Credit and Ordering

2.1 Credit

These Terms apply to entities that have successfully completed an Aspen credit application and to whom credit has been extended. Aspen may vary, suspend or withdraw credit facilities where reasonably necessary, including due to adverse credit information, payment defaults or material changes in financial position, subject to giving reasonable notice where required by applicable law.

2.2 Placing Orders

All Orders must be placed in the manner and form, and contain the information, required by Aspen from time to time. Orders may be placed by

phone at +61 3 9413 5555 or by email to anzorders@aspensurgical.com.

By making an Order, the Customer confirms that it has read, understood and agrees to be bound by these Terms.

Aspen may accept or reject an Order (in whole or in part) in its absolute discretion. Aspen's acknowledgement of receipt of an Order is not an acceptance unless Aspen expressly states otherwise in writing.

A Contract is formed upon the first to occur of: (a) Aspen giving the Customer written notice of acceptance of the Order; or (b) Delivery of the Products.

2.3 Order of Precedence

These Terms apply to all Contracts to the exclusion of any other terms the Customer attempts to incorporate (including any terms in a purchase order or other Customer document). Aspen's failure to object to conflicting terms does not constitute acceptance of those terms. Where a separate current, signed written contract or government tender agreement exists between Aspen and the Customer, that agreement prevails to the extent of any inconsistency with these Terms.

2.4 Cancellation and Variation of Orders

Orders may only be cancelled or rescheduled with Aspen's prior written consent. If Aspen consents to cancellation after the Products have been dispatched, the Customer must reimburse Aspen for all actual costs incurred, including without limitation administrative, handling, storage, freight, and restocking costs. In lieu of requiring the Customer to substantiate these costs, Aspen may elect to charge a flat restocking fee equal to the greater of:

- \$65.00 (plus GST); or
- 30% of the purchase price of the relevant Products.

2.5 Quotations

Any quotation from Aspen is valid for 30 days from the date of issue (or such other period as stated in the quotation) and is applicable to that quotation only.

3. Pricing and Payment

3.1 Price

The Price for each Product ordered by the Customer will be: (a) the price quoted in writing by Aspen to the Customer in connection with the Order, or otherwise agreed in writing; or (b) if no quote or agreement exists, the price in Aspen's prevailing price list as in effect at the time the Product is supplied.

If, however, Aspen has agreed to hold its pricing for a fixed term in a separate written contract with the Customer, then pricing in such a contract shall apply.

3.2 Price Variation

Aspen may vary its prices on not less than 30 days' written notice. Price changes will apply only to Orders accepted after the effective date of the variation. Price changes will not apply to Products the subject of an Order accepted by Aspen prior to the effective date of the variation. If Aspen has agreed in a separate signed written contract to hold prices for a fixed term, the pricing in that contract applies during that term.

3.3 GST

All prices are exclusive of GST unless otherwise stated. If GST is payable on a supply under a Contract, the Customer must pay to Aspen an additional amount equal to the GST payable, at the same time as the Price, upon receipt of a valid tax invoice.

3.4 Payment Terms

Payment is due in full within 30 days of the date of Aspen's invoice (NET 30 DAYS) after completion of credit application as per clause 2.1.

Prompt payment is essential to Aspen's business operations. If payment is not received by the due date, Aspen may immediately suspend further supply of Products to the Customer and/or exercise any other rights available under clauses 11.2 or 3.5 (Late Payment), without the need to provide further notice or allow additional time.

3.5 Late Payment

If the Customer fails to pay any amount by the due date:

- Aspen may charge interest on the overdue amount at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is greater), calculated daily from the due date until the date of actual payment;
- the Customer is liable for all of Aspen's reasonable costs of recovery, including debt collection agency fees and reasonable legal costs actually incurred.

- Aspen may, without limiting any other right, suspend the supply of further Products to the Customer until all outstanding amounts (including interest) have been paid in full.

3.6 Advance Payment and Security

Where Aspen reasonably considers there to be a material credit risk, Aspen will require advance payment or satisfactory security before supplying Products. The Customer must provide the required payment or security prior to Aspen accepting any future Order.

4. Delivery, Risk and Acceptance

4.1 Delivery

Aspen will endeavour to deliver Products to the Customer's nominated delivery address on a Delivered Duty Paid (DDP) basis in accordance with INCOTERMS 2020. A flat delivery fee applies to all standard deliveries and will be added to each Order invoice.

If the Customer requests express freight or any non-standard delivery, Aspen may (in its discretion) require the Customer to bear all additional freight and delivery costs, which will be invoiced separately.

Any delivery dates given by Aspen are estimates only. Aspen will not be liable for failure or delay in delivery, however arising.

Aspen reserves the right to make partial or instalment deliveries and issue corresponding invoices. Each partial delivery constitutes a separate Contract.

The Customer must accept delivery of Products between 9:00am and 5:00pm on a Business Day. If the Customer refuses or is unable to accept delivery at the agreed time and place, the Customer remains liable for the Price and for all freight, storage, insurance and handling costs incurred by Aspen as a result.

4.2 Risk

Risk of loss or damage to Products passes to the Customer on Delivery.

4.3 Acceptance and Inspection

An acknowledgement or receipt for Products signed on behalf of the Customer constitutes conclusive evidence of Delivery.

The Customer must inspect Products promptly on Delivery. If the Customer considers that any Products do not conform to the Order description,

have been short-delivered or were damaged on or prior to Delivery, the Customer must give written notice to Aspen (to anzorders@aspensurgical.com) within 7 Business Days of Delivery, preserving the Products intact and making them available for inspection.

If the Customer does not give such notice within 7 Business Days, the Products are deemed accepted. The Customer must also report any shipping discrepancies within 7 Business Days of Delivery.

4.4 Force Majeure

Aspen's obligations are suspended and Aspen is not liable for any failure or delay in delivery caused by events beyond Aspen's reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, industrial action, government actions, supply chain disruptions or carrier failures. In such events, Aspen may allocate available stock equitably among customers and may terminate any unallocated portion of an Order without liability.

5. Title, Retention of Title and PPSA Security Interest

This clause creates a Purchase Money Security Interest (PMSI) in favour of Aspen. The Customer's consent to registration on the PPSR is given below.

5.1 All-Monies Retention of Title

Until title passes, the Customer may only sell or use the Products in the ordinary course of business, on the condition that:

- (a) the Customer does not create or permit any security interest in the Products in favour of any other person;
- (b) the Customer keeps separate records of sales revenue attributable to Products, and provides these records to Aspen upon request; and
- (c) to the extent the Customer has received proceeds from the sale of Products and has not paid the corresponding amount owing to Aspen for those Products, the Customer holds such proceeds as agent for Aspen and must remit such proceeds to Aspen within 7 Business Days of receipt (or within 30 days if the Products have been on-sold by the Customer).

5.2 PPSA Security Interest and PMSI

The Customer acknowledges that:

- These Terms and each Contract create a security interest (within the meaning of

the PPSA) in all Products supplied (and their proceeds) in favour of Aspen, which is a Purchase Money Security Interest (PMSI) to the extent it secures the obligation to pay the purchase price of those Products.

- Aspen is entitled to register its security interest (including as a PMSI) on the PPSR, and the Customer consents to such registration.

The Customer agrees to:

- execute all documents, provide all information and take all steps reasonably required by Aspen to ensure that Aspen's security interest is perfected, has the priority required by Aspen and is otherwise effective and enforceable against the Customer and third parties;
- not do or permit anything that might adversely affect Aspen's security interest or priority on the PPSR.

5.3 Enforcement Rights on Default or Insolvency

If the Customer fails to pay any amount when due or an Insolvency Event occurs:

- All amounts owing by the Customer to Aspen under all Contracts become immediately due and payable (acceleration);
- Aspen or its authorised representatives may, without prejudice to any other rights, during normal business hours and on reasonable notice where practicable (except where an Insolvency Event has occurred or urgent action is reasonably required to protect Aspen's security interest), enter any premises where the Products are stored, repossess and remove those Products (including detaching them from any other Products or land), and resell or otherwise enforce Aspen's security interest in the Products;
- The Customer irrevocably licences Aspen and its representatives to enter such premises for the purposes of this clause.

5.4 PPSA Provisions

To the maximum extent permitted by law, the following provisions of the PPSA are contracted out of (and do not apply): sections 95, 117, 118, 121(4), 125, 127, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 136(5), 137(3), 142 and 143.

The Customer waives any right to receive any notice under the PPSA (including any verification statement) unless the notice is required by the PPSA and cannot be excluded.

For the purposes of section 14(6) of the PPSA, Aspen may apply any payment received from the Customer in such order as it chooses.

The Customer and Aspen agree that the terms of each Contract and all related information are confidential and will not be disclosed to a third party pursuant to a request under section 275(1) of the PPSA.

Expressions defined in the PPSA have the same meaning when used in this clause 5.

6. Warranties and Product Use

6.1 ACL Consumer Guarantees

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

6.2 Aspen Standard Warranty

Subject to clauses 6.3 and 6.4, All product warranties are as described in the package inserts, instructions for use, or product information available with the product or at www.aspensurgical.com. To the maximum extent permitted by law, Aspen makes no other warranties, representations or guarantees (express or implied, by operation of law or otherwise), including any implied warranty of merchantability, fitness for purpose or suitability for a particular purpose. All such other warranties are expressly disclaimed. This disclaimer does not exclude or limit any right or remedy available to the Customer under the Australian Consumer Law. The Standard Warranty applies only to the original purchaser and is non-transferable.

6.3 Exclusions from Standard Warranty

The Standard Warranty does not cover any damage to, fault in, or failure of any Products arising from:

- accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion or chemical attack;
- use inconsistent with the IFU or Aspen's written or oral instructions regarding assembly, installation, use, storage or application;
- unauthorised modification, repair or reprocessing of the Products;

- failure to perform required preventative maintenance;
- use of sterilisation methods not approved by Aspen Surgical; or
- normal wear and tear.

Where the Products are not manufactured by Aspen, Aspen's liability under any warranty for such Products will not exceed the liability of the manufacturer.

6.4 Warranty Claim Procedure

To make a warranty claim, the Customer must:

- contact Aspen Customer Service by phone +61 3 9413 5555 or by email anzorders@aspensurgical.com within 7 days of becoming aware of the defect;
- provide the product code, serial number (where relevant) and details of the defect; and
- follow Aspen's instructions regarding return, inspection or repair.

Subject to the ACL, Aspen may elect to repair, replace or refund the Products. Aspen will bear reasonable costs of returning Products under a valid warranty claim.

6.5 No Other Warranties

To the maximum extent permitted by law, all other warranties, representations or guarantees (express or implied, by operation of law or otherwise, including any implied warranties, conditions, guarantees and representations as to quality, suitability, fitness for purpose or otherwise) are hereby expressly disclaimed. This disclaimer does not exclude or limit any right or remedy available to the Customer under the ACL.

6.6 Intended Use and IFU

Aspen's obligations and liabilities under these Terms (including any warranty) are conditional on the Products being used: (a) only for their intended surgical or clinical purpose as described in the IFU; (b) by suitably qualified personnel; and (c) in accordance with applicable laws and regulations. Aspen accepts no responsibility for any use of Products outside their intended purpose or contrary to the IFU.

7. Limitation of Liability

This clause has been structured to comply with the ACL, including the unfair contract terms regime. Where the Customer is a Small Business Customer, additional protections under the ACL may

apply and this clause is to be read subject to those protections.

7.1 Liability Cap for Products

To the maximum extent permitted by law, Aspen's liability for a breach of any warranty, guarantee or condition in respect of Products (including the Standard Warranty and any ACL guarantee) is limited to (as Aspen may elect):

- replacement of the Products;
- supply of equivalent Products;
- repair of the Products;
- payment of the cost of replacing or acquiring equivalent Products; or
- payment of the cost of having the Products repaired.

7.2 Aggregate Cap

To the maximum extent permitted by law, Aspen's total aggregate liability to the Customer under or in connection with a Contract or these Terms (whether in contract, tort (including negligence), statute or otherwise) is limited to the total amount paid by the Customer to Aspen for the Products the subject of the specific claim in the 6 months preceding the date on which the relevant claim arises, subject always to the ACL.

7.3 Exclusion of Consequential Loss

To the maximum extent permitted by law, Aspen is not liable for any indirect, incidental, special, exemplary or consequential loss or damage, including loss of profits, revenue, data, goodwill, business opportunity or anticipated savings, howsoever arising, whether arising in contract, tort (including negligence), statute, equity or otherwise. This exclusion applies even if Aspen has been advised of the possibility of such loss.

7.4 ACL Savings

Nothing in this clause 7 excludes, modifies or restricts any right or remedy available to the Customer under the ACL or any other law that cannot be excluded or limited by agreement (including, in relation to a major failure, the right to a refund or replacement). Where the ACL applies in a way that is inconsistent with clauses 7.1 to 7.3, the ACL prevails to the extent of the inconsistency.

8. Indemnities and Insurance

8.1 Customer Indemnity

The Customer indemnifies and holds harmless Aspen and its officers, employees and agents from and against all claims, losses, damages, costs and expenses (including reasonable legal costs actually incurred) arising out of or in connection with:

- the Customer's breach of these Terms, any Contract or applicable laws and regulations;
- the Customer's negligence, wilful misconduct or unlawful act or omission;
- the misuse of any Products, including any use contrary to the IFU or Aspen's written instructions;
- any unauthorised reprocessing, modification, relabelling, repackaging, distribution or resale of the Products by the Customer or any person acting on the Customer's behalf; or
- any representation, warranty or statement made by the Customer to a third party regarding the Products that is inconsistent with, or exceeds, the representations, warranties or information provided by Aspen.

This indemnity does not apply to the extent that any loss, damage, liability, cost or expense arises from Aspen's negligence, wilful misconduct or breach of law.

9. Returns Policy and Product Recalls

9.1 Return Goods Authorisation

All product returns must be authorised by Aspen through a Return Goods Authorisation (RGA). To request an RGA, contact Aspen Customer Service:

- Phone: +61 3 9413 5555
- Email: anzorders@aspensurgical.com

When requesting an RGA, the Customer must provide:

- name, address and account number;
- reason for the return;
- product description and quantity;
- REF/Order number and serial number;
- relevant Purchase Order and Invoice number.

9.2 Eligible Returns

Aspen may accept the return of Products where:

- the Products were damaged on or prior to Delivery;

- the Products were incorrectly delivered (by type or quantity) due to an error by Aspen;
- the Products are in Saleable Condition and are returned within 7 days of the original shipment date (no restocking fee applies); or
- the Products have a fault or defect entitling the Customer to a claim under the Standard Warranty or ACL.

9.3 Restocking Fees and Time Limits

- Returns up to 90 days of the date of shipment: permitted only with prior written authorisation from Aspen and subject to a restocking fee of \$65 + GST or 30% of the value of the returned Products.
- Returns after 90 days: not accepted (except for warranty claims or where required by law).

9.4 Conditions for Return

All returns must be shipped prepaid; Aspen will refuse freight collect shipments. Products must be:

- unused and in their original packaging;
- standard, non-customised Products;
- not custom-made, private-labelled, discontinued or non-sterile.

The issue of an RGA does not guarantee that returned goods will be accepted or that a credit or refund will be provided. Aspen may reject Products that do not meet these conditions.

Unauthorised returns will not be accepted and will be returned to the Customer at Customers expense.

9.5 Product Recalls and Field Safety Corrective Actions

In the event that any Products are subject to a voluntary or mandatory recall, field safety alert, hazard alert or field safety corrective action (whether initiated by Aspen, the manufacturer or any governmental or regulatory authority, including the Therapeutic Goods Administration (TGA)):

- Aspen will notify the Customer as soon as reasonably practicable using the contact details in Aspen's customer records;
- the Customer must immediately quarantine the affected Products and cease distribution or use;
- the Customer must provide Aspen (within the timeframe specified in Aspen's notice) with full details of all affected Products in its possession or that it has supplied,

including the identity and contact details of any person to whom the Products have been supplied;

- the Customer must cooperate fully with Aspen, the manufacturer and relevant regulators (including the TGA) in connection with any recall or corrective action, and comply with all reasonable directions from Aspen; and
- the Customer must maintain adequate traceability records to enable effective recall, and must not destroy or dispose of any affected Products without Aspen's prior written consent.

The obligations of this clause 9.5 survive termination or expiry of any Contract.

10. Intellectual Property and Confidentiality

10.1 Ownership of Intellectual Property Rights

All Intellectual Property Rights in or relating to the Products (and any modifications, translations, adaptations, improvements or developments based on or derived from the Products), Aspen's documentation, pricing and Confidential Information are and remain the sole and exclusive property of Aspen (or its licensors). The Customer acquires no right, title or interest in any Aspen Intellectual Property Rights under these Terms or any Contract.

The Customer specifically acknowledges Aspen's exclusive rights to any modification, translation or adaptation of Products or documentation, whether developed, supplied, installed or paid for by the Customer or any of its customers.

10.2 Permitted Use

The Customer may only use the Intellectual Property Rights of Aspen to the extent reasonably necessary for the use of the Products for their intended purpose, and must not:

- modify, copy, clone or reverse engineer any Products;
- copy, modify or decompile any of Aspen's documentation; or
- allow any third party to use Aspen's Intellectual Property Rights without Aspen's prior written consent.

10.3 Confidentiality

The Customer must keep all Confidential Information (including pricing information, these Terms and any Contract terms) strictly confidential and must not disclose any Confidential

Information to any third party without Aspen's prior written consent, except:

- to the Customer's officers, employees, advisers and contractors on a need-to-know basis (provided they are subject to equivalent confidentiality obligations);
- where the information is or becomes publicly available through no fault of the Customer; or
- where disclosure is required by law, court order or a regulatory authority (provided the Customer gives Aspen prompt written notice and cooperates with any application by Aspen to limit or prevent disclosure).

The Customer's confidentiality obligations under this clause 10.3 survive termination or expiry of any Contract for a period of 3 years.

11. Default, Suspension and Termination

11.1 Events of Default

Aspen may, without prejudice to any other rights, take any or all of the actions set out in clause 11.2 immediately on written notice if:

- the Customer fails to pay any amount when due;
- the Customer breaches any other term of any Contract or these Terms and (where the breach is capable of remedy) fails to remedy the breach within 14 days of receiving written notice from Aspen;
- an Insolvency Event occurs in respect of the Customer; or
- the Customer breaches its obligations under clause 15 (Compliance with Law).

11.2 Aspen's Remedies

On the occurrence of any event under clause 11.1, Aspen may:

- immediately suspend supply of further Products to the Customer;
- declare all amounts owing by the Customer immediately due and payable;
- terminate any or all Contracts between Aspen and the Customer by written notice;
- exercise its rights under clause 5.1 and 5.3 (retention of title, repossession and enforcement); and
- pursue any other remedy available at law or in equity.

11.3 Termination for Convenience

Either party may terminate a Contract by giving 30 days' written notice to the other party. Termination does not affect any accrued rights or obligations of either party.

11.4 Effect of Termination

On termination of a Contract:

- all amounts owing by the Customer become immediately due and payable;
- the Customer must immediately return (or, at Aspen's election, allow Aspen to repossess) all Products in which title has not passed to the Customer; and
- obligations that by their nature survive termination (including those in clauses 5, 7, 8, 9.5, 10, 11, 15 and 16) continue in full force.

12. Resale, Compliance and Customer Obligations

12.1 Resale

The Customer must not resell any Aspen Products without prior written approval from Aspen. Any approved resale must comply with:

- all applicable Australian laws and regulations relating to the distribution and sale of medical devices (including the Therapeutic Goods Act 1989 (Cth));
- the IFU and any other product information provided by Aspen; and
- Aspen's reasonable directions regarding authorised distribution channels.

12.2 Traceability and Records

The Customer must maintain adequate records to enable traceability of Products (including records of Products used, dates, serial and product codes) and must provide such records to Aspen promptly on request. These obligations apply for a minimum of 7 years from the date of Delivery (or such longer period as required by applicable law).

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms and all Contracts are governed by the laws of the State of Victoria, Australia, unless the parties have executed a separate written agreement specifying the laws of another Australian state or territory. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

13.2 Jurisdiction

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria (or the relevant state or territory) and the Federal Court of Australia, and waives any objection to proceedings being brought in those courts.

13.3 Dispute Resolution

Before commencing any court or arbitral proceedings (other than urgent interlocutory relief), the parties must:

- within 10 Business Days of a dispute arising, exchange written notices identifying the nature of the dispute and the resolution sought;
- within a further 20 Business Days, meet (in person or by video conference) and attempt in good faith to resolve the dispute through negotiation between senior representatives; and
- if the dispute is not resolved through negotiation, refer the dispute to mediation administered by the Australian Disputes Centre (or another mutually agreed mediator) before initiating any court proceedings.

Nothing in this clause prevents Aspen from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

14. Consignment Terms and Conditions

14.1 Formation of Consignment Arrangements

Where Aspen and the Customer agree to a consignment arrangement, a separate Consignment Contract will be formed, on the first to occur of Aspen giving written notice of acceptance, or Delivery of the consignment Products. The following Terms apply to all Consignment Contracts.

14.2 Customer Obligations for Consignment Stock

In respect of all consignment Products held by the Customer, the Customer must:

- within 10 Business Days of using any consignment Products, issue Aspen a purchase Order for those Products;
- segregate consignment Products from the Customer's other Products and conspicuously identify them as Aspen's property;

- store consignment Products securely in suitable premises, following any storage instructions provided by Aspen (including prescribed temperature ranges);
- use consignment Products on a first-expiring, first-out basis;
- keep records of use, including dates and serial/product codes;
- segregate any potentially contaminated Products to prevent cross-contamination; and
- advise Aspen immediately if any consignment Products are moved.

The Customer must take out and maintain adequate insurance for consignment Products, noting Aspen's interest. On request, the Customer must provide a certificate of currency within 5 Business Days.

14.3 Stocktakes and Shortfalls

Aspen retains the right to access the Customer's premises during business hours on reasonable notice to carry out stocktakes of consignment Products. Aspen may invoice the Customer for consignment Products not in Saleable Condition within 30 days of discovery.

14.4 Termination of Consignment

Either party may terminate a Consignment Contract by giving 60 days' prior written notice. On termination, the Customer must purchase or return all consignment Products (in Saleable Condition). Aspen will invoice the Customer for any shortfall or Products not in Saleable Condition.

15. Compliance with Law

15.1 Anti-Bribery and Corruption

The Customer must not pay, offer or promise to pay, or authorise the payment of, any monies or anything of value to any government official, employee of a state-owned enterprise, political party official or candidate for political office, for the purpose of obtaining or retaining business or any improper advantage. The Customer must maintain adequate procedures to prevent bribery and corruption.

15.2 Export Controls and Sanctions

The Customer must comply with all applicable export and import laws and regulations, including associated embargo and sanctions regulations. The Customer must not directly or indirectly export or re-export any Products or related

technical information to any prohibited destination, country or person as specified in applicable export regulations, unless authorised by the relevant governmental licence.

15.3 Regulatory Compliance

The Customer must comply with all applicable laws, regulations and standards relating to the handling, storage, marketing, sale and use of the Products, including (without limitation) the Therapeutic Goods Act 1989 (Cth), the Competition and Consumer Act 2010 (Cth), and all applicable TGA regulations and guidance.

If the Customer breaches any obligation under this clause 15, Aspen may immediately terminate all Contracts and the Customer must indemnify and hold harmless Aspen against all claims, losses, damages, penalties and fines arising from that breach. The obligations of this clause 15 survive termination.

16. General Provisions

16.1 Entire Agreement

These Terms and any Contract constitute the entire agreement between Aspen and the Customer in relation to the supply of Products and supersede all prior representations, inducements, promises and agreements, whether oral or written. Any variation to these Terms must be in writing and signed by authorised representatives of both parties.

16.2 Variation of Terms

Aspen may vary these Standard Terms at any time. The revised Standard Terms will be applied to all Orders made after the varied Terms are published on Aspen's website at www.aspensurgical.com. The Customer is responsible for ensuring that it has read and understood the latest version of the Aspen Standard Terms.

16.3 Severability

If any clause or part of a clause is found to be illegal, unenforceable or invalid, that clause or part will be treated as removed from these Terms, but the remainder of the Terms continues in full force and effect.

16.4 Waiver

Aspen's failure to exercise, or delay in exercising, any right, power or remedy does not constitute a

waiver of that right. No waiver of any breach of these Terms is effective unless made in writing and signed by Aspen.

16.5 Notices

Any notice under these Terms must be in writing and sent by email or post to:

- Aspen: anzorders@aspensurgical.com | +61 3 9413 5555 | 4/47 Wangara Rd, Cheltenham, VIC, 3192, Australia.
- Customer: the email address or postal address specified in the relevant Order or in Aspen's customer records.

Notices sent by email are deemed received on the next Business Day after transmission (provided no delivery failure notification is received).

16.6 Assignment

The Customer may not assign or transfer any Contract or any right or obligation under it without Aspen's prior written consent. Aspen may assign or subcontract any Contract or its obligations under it without the Customer's consent.

16.7 Joint and Several Liability

Where there is more than one Customer party to a Contract, their liability is joint and several.

16.8 Relationship of Parties

Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the parties.

16.9 Interpretation

In these Terms: (a) the singular includes the plural and vice versa; (b) another grammatical form of a defined word has a corresponding meaning; (c) "including" and similar expressions are not words of limitation; (d) a reference to a document includes that document as amended or replaced; (e) a reference to a party includes its successors and permitted assigns; and (f) a reference to \$ is to Australian dollars.

Contact Aspen Customer Service for all orders, returns, warranty claims and enquiries:
anzorders@aspensurgical.com | +61 3 9413 5555 | www.aspensurgical.com

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