

General Terms and Condition of Sale

1. Purchase & Sale of the Products

- 1.1 The terms of any valid Distribution Agreement or Supply Agreement between WCG and a Buyer prevail over the General Terms and Conditions of Sale (hereafter referred to as 'GTCS').
- 1.2 Due to exclusive distributor agreements, WCG requires Buyers to specify the Destination Territory (i.e. the location where the Goods will be used/commercialized) and may refer sales inquiries to partners in our global distribution network.
- 1.3 Buyers are prohibited from exporting Products outside the Destination Territory unless authorized in writing by WCG.
- 1.4 Buyer shall be responsible for all documentation for import into the Destination Territory.
- 1.5 WCG will respond to Buyer inquiries with a non-binding Sales Quote.
- 1.6 Upon written confirmation from a Buyer of the terms of a Sales Quote, such Sales Quote shall be converted to a Sales Order. WCG shall provide a Sales Order Acknowledgement. Sales Orders are final and cannot be amended. Sales Orders will include a Ship Date or Goods Availability Date.
- 1.7 WCG may by written notice cancel any Sales Order owing to any cause whatsoever beyond the reasonable control of WCG.

2. Terms of Payments

Buyer shall make advance payment in full in US dollars to WCG's bank account.

3. Delivery / Collection of Goods

- 3.1 All sales are ex-works unless alternative Incoterms are expressly agreed and stated otherwise.
- 3.2 All risk of loss shall be with the Buyer upon tender of the Products to the carrier.
- 3.3 Buyer will collect Products within fourteen (14) days of Goods Availability Date. Products collected after this period will incur a penalty to be paid by the Buyer at the rate of \$4.00 US dollars per cubic meter per every seven (7) days. The penalty is cumulative and will be added to the Buyer's invoice on the first day of each successive week fourteen (14) days after the Goods Availability Date.
 - 3.3.1 **Example:** A Buyer arranges collection of an order of one (1) cubic meter on the twenty-third (23) day after the Goods Availability Date. On the fifteenth (15th) day after the Goods Availability Date, a penalty of \$4.00 US dollars is added to the Buyer's invoice. On the twenty-second (22nd) after the Goods Availability Date, another \$4.00 US dollars are added. The Buyer pays the cumulative penalties (\$8.00 USD) prior to release of the Products.
- 3.4 WCG may deliver Products specified in Sales Order in installments. WCG will notify Buyer at time of ordering if WCG intends to deliver in installments.

3.5 In cases where WCG is responsible for transit:

- 3.5.1 Buyer shall provide to WCG all information necessary to complete delivery. Such information must be supplied in sufficient time for WCG to effectuate delivery; if such information is not provided WCG may suspend delivery of the Products.
- 3.5.2 Buyer shall file any complaint for damage or loss in writing with WCG and the carrier (i) within fourteen (14) days of when such loss or damage appeared or ought reasonably to have been discovered, or (ii) within thirty (30) days of when the relevant consignment was received, whichever occurs first.
- 3.5.3 Any claims made as per 3.5.2 shall be accompanied by all documentary evidence and details in Buyer's possession. If Buyer claims Product was damaged, Buyer shall return a sample of the damaged Product per WCG's directions and at WCG's cost.
- 3.5.4 WCG may suspend further deliveries to the Buyer until such claims or complaints are investigated and decided. In such cases applicable Ship Dates or Goods Availability Dates may be extended as agreed by the parties.
- 3.5.5 No claim by Buyer shall be grounds for Buyer to withhold payment of any sum due to WCG under the GTCS.

4. Resale Prices & Promotion

- 4.1 Buyer's resale pricing of the Products shall comply with all relevant laws concerning pricing in the Destination Territory, and shall endeavor to sell the Products at reasonable prices in accordance with local market conditions.
- 4.2 Buyer will not alter the packaging or labelling of the Products in anyway whatsoever from that in which the Products are shipped by WCG. Any alterations expressly required by applicable law of the Destination Territory shall be communicated to, and receive written approval and subsequent written instruction from, WCG. Buyer will provide photographic evidence to WCG of any approved packaging alterations prior to commercialization of the Product.
- 4.3 WCG may make available to Buyer selected marketing materials to promote the Products. Provision of such materials to Buyer is solely limited to the promotion of the Products procured under the relevant Sales Order and does not imply any other rights whatsoever. The Buyer shall discontinue use of such materials (or the relevant digital files) and return to WCG and/or permanently destroyed such materials, once the Products purchased under the relevant Sales Order are sold in their entirety or expired, whichever occurs first.
- 4.4 Buyer shall not publish, distribute or otherwise use any promotional material or sales promotion other than the promotional materials and sales promotions supplied by WCG, without prior review and written consent by WCG.

5. Product Registration

- 5.1 Upon request from the Buyer, WCG may advise Buyer whether the Products are duly registered in the Destination Territory. Copies of the relevant registration documentation may be provided to the Buyer upon completion of a Non-Disclosure Agreement.

- 5.2 Notwithstanding 5.1, the Buyer is responsible for all documentation needed for importation.
- 5.3 The Buyer shall provide upon request from WCG all requisite government approvals, licenses and authorizations to store and distribute the Product in the Destination Territory.

6. Limited Warranty

- 6.1 WCG will replace or repair, free of charge, any Products found to be faulty by reason of poor craftsmanship or materials. This guarantee does not cover defects arising from accident, neglect or misuse by the Buyer, its customers, or any other agent beyond WCG's control.
- 6.2 Details, drawings, specifications, dimensions and other descriptions issued by WCG in relation to the Products is intended to be accurate but shall not import into the GTCS any condition or warranty in any respect. Buyer shall have the right to reject any Products that do not meet the specifications as registered with the relevant authorities in the Destination Territory. Such specifications may be shared with the Buyer upon completion of a Non-Disclosure Agreement.
- 6.3 WCG expressly disclaims any warranty or representation as to the potential success or profitability of Buyer's business or operations.
- 6.4 WCG makes no representations or warranties, express, implied or otherwise, with respect to the Products, including, without limitation, any warranty of merchantability or fitness for a particular purpose, or any warranty against interference or infringement.

7. Storage and Distribution of the Product

- 7.1 Buyer shall sell, store, distribute, advertise, and promote the Products in accordance with commercially reasonable quality and safety standards, and all applicable laws of the Destination Territory. Buyer shall provide to WCG valid copies of any licenses or permissions required for the storage and distribution of the Products in the Destination Territory.
- 7.2 The Buyer agrees to refrain from engaging in any activities that it knows, or should know upon a reasonable investigation, would adversely affect the reputation of WCG.
- 7.3 The Buyer agrees to comply with the specific conditions related to the storage and shipping of the Products as indicated on the Product Labeling or Instructions for Use. The Buyer shall itself keep, and ensures its customers keep, temperature records for the storage and shipping of the Products.
- 7.4 The Buyer shall record the batch numbers sold or distributed to customers/beneficiaries in order to ensure traceability of the Products. The Distributor will keep a list of the locations of the stored Products and the names of the customers who purchased the Products, as well as Product names, batch numbers and / or other features, identifying them and the dates of sale.
- 7.5 Distribution records must be kept for 10 years after shipping/selling for the purpose of traceability.
- 7.6 Upon giving at minimum 3 days of advance notice, WCG shall have the right to inspect the premises where the Products, and all documentation regarding distribution of the Products, are kept, during regular business hours for the purpose of ensuring that the provisions of this Agreement are being observed.

8. Packaging and Labelling of the Products

- 8.1 Buyer will abstain from any modification of the Products without prior agreement of WCG, including repackaging and/or relabeling activities. Buyer will abstain from:
 - 8.1.1 Any change in the status of the Products;
 - 8.1.2 Any modification in the specifications of the Products; or
 - 8.1.3 Any other action inconsistent with applicable laws of the Destination Territory, or WCG's specifications, guidelines, or instructions.
- 8.2 Whenever the Buyer observes any potential defects regarding the Products, including the labeling, packaging and/or Instructions For Use ('IFU'), the Buyer shall quarantine such Products and inform WCG immediately. WCG shall investigate and instruct the Buyer on further actions regarding the quarantined Products. Buyer shall follow WCG's instructions and provide relevant documentation, including (but not limited to) photographs, and shipping and storage records.
- 8.3 When applicable local regulations require another official language for Labeling and IFU beyond those provided by WCG, the Buyer shall notify WCG. The Buyer shall be responsible (except as otherwise agreed with WCG) for the translation and provision of such required documents (and any costs associated therewith) to the end user, according to local regulations. A digital version of this document shall be transmitted to WCG for approval before the first implementation.

9. Adverse Events, Customer Complaints, and Recalls

- 9.1 Buyer shall comply with applicable laws of the Destination Territory, and with commercially reasonable quality and safety standards, to maintain all documentation and capabilities necessary for the detection of Adverse Events; for the receipt, cataloging, and management of Customer Complaints; and for the conduct of a Recall of the Products in the Destination Territory.
- 9.2 In the event of an **Adverse Event** (any complaint or claim regarding the Product involving injury or death of a patient, or presenting a risk of injury or death to a patient or health care worker), Buyer shall notify WCG within twenty-four (24) hours of receipt of such information. The Buyer shall provide all detailed information regarding the Adverse Event(s) and keep any involved Product(s) quarantined pending further investigation. Upon request, Buyer will (at WCG's expense) return any quarantined Products to WCG. WCG will assist Buyer with information regarding the Product(s) and any investigation required by law within the Destination Territory.
- 9.3 The Buyer shall be responsible for reporting Adverse Events to local authorities and follow-up according to local applicable regulation unless the applicable regulation requires otherwise. Whenever WCG (or the manufacturer, if not WCG) shall be involved in the reporting process or whenever reporting from WCG or the manufacturer is needed (according to the applicable regulation), the Buyer shall provide WCG and the manufacturer with any necessary information and assist WCG and/or the manufacturer in the reporting process.
- 9.4 The Buyer shall maintain all communication(s) with their customers and/or health facilities, and with the relevant authorities in the Destination Territory regarding Adverse Events for ten (10) years and will provide full information (including any initial reports, intermediate reports, and final reports) to WCG as soon as possible.

9.5 Buyer must notify WCG of such Adverse Events via the following email address:

Email: reporting@dktwomancare.org

9.6 In the event the Buyer receives a **customer complaint** regarding the Product, Buyer agrees to provide WCG with all support necessary and that is required to comply with applicable law(s) in the Destination Territory regarding the handling of customer complaints and the relevant vigilance of the Product.

9.7 The Buyer shall communicate to WCG within seventy-two (72) hours all relevant information concerning a complaint / claims relating to the Products. Buyer shall at minimum provide the following to WCG: claimant, information about the involved Products, identification of reasons of claims/ complaint, and any actions taken where appropriate. The Buyer must cooperate with WCG (and the manufacturer, if not WCG) in the investigation of these claims and, where appropriate, in the implementation of corrective actions.

9.8 Buyer shall notify WCG as soon as possible in writing if it becomes aware of any of the following:

9.8.1 Any potential adulteration or misbranding of the Products;

9.8.2 Any issues related to the Products that may compromise the effectiveness or safety of the Products; or

9.8.3 Any event regarding the Products that may cause:

9.8.3.1 Any government agency or authority to issue a request, directive, or order that the Products be Recalled; or

9.8.3.2 A court of competent jurisdiction to order such a Recall;

9.8.3.3 Any reasonable and sufficiently-informed party to deem a Recall necessary for safety or other reasons.

9.9 Upon receipt of such notification, WCG and the Buyer will convene within 24 hours to discuss the circumstances and to consider appropriate courses of action. The decision to issue a **Recall** shall rest solely with WCG (or the manufacturer, if not WCG) unless the regulations of the Destination Territory explicitly empower another party, including a competent authority of the Destination Territory, to issue a Recall. In the event of a Recall, the Buyer shall conduct and complete resolution of such in compliance with applicable law.

9.10 If, for any reason, WCG initiates a Product Recall, or if there is any governmental seizure of any of the Products sold under the GTCS, WCG will notify the Buyer of the details regarding such action. All statements made, and all activities related to, seizure, Recall, withdrawal, or field action, will be jointly coordinated by WCG and the Buyer. WCG will make the final decision with respect to statements made to relevant authorities, seizure, Recall, withdrawal, or field action.

9.11 The Buyer commits to cooperate with WCG in any mock recall on a regular basis.

10. Governing Law and Jurisdiction

The GTCS, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia in the United States of America. The Buyer irrevocably agrees that the courts of competent jurisdiction in the Commonwealth of Virginia and the United States District Court for the Western District of Virginia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the GTCS or its subject matter or formation (including non-contractual disputes or claims).

11. Waivers

No delay or failure by WCG to require strict performance by the Buyer shall constitute a waiver.

12. Severability

If one or more provisions of the GTCS are invalid, the validity of the remaining provisions of the GTCS shall not be affected hereby.

13. Survivorship

The terms and conditions of the GTCS which by their nature or express language are intended to survive the expiration or sooner termination of the GSTC shall so survive such expiration or sooner termination.

14. Representations

Buyer represents and warrants to WCG that (a) the GTCS is a legal, valid, and binding obligation of Buyer, (b) Buyer is duly organized and validly existing under the laws of the location of its formation, and has full corporate power and authority to enter into and perform the GTCS; (c) Buyer is duly authorized to execute and deliver the GTCS and to perform its obligations hereunder; (d) the person executing the relevant Purchase Transaction on Buyer's behalf has been duly authorized to do so by all requisite governance requirements; and (e) the execution of the GTCS by Buyer does not conflict with any other agreement to which Buyer is bound or any applicable law.

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