

**LAERDAL MEDICAL MONTERREY, S.A., C.V. ("Laerdal") TERMS AND CONDITIONS OF PURCHASE ORDER ("Order")**

**1. APPLICATION**

These terms and conditions shall govern and be incorporated into every Order, and shall prevail over any terms or conditions (whether or not inconsistent with these conditions) contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere, or subject to which the Order is accepted by the Supplier; except to the extent any conditions conflict with a written agreement between Supplier and Laerdal or other written terms Laerdal has provided to Supplier that specifically cover that transaction or take precedence over these terms.

**2. OFFER and ACCEPTANCE**

The Order constitutes an offer by Laerdal to purchase the goods subject to these conditions and written acceptance or acknowledgement of the Order within 3 working days or delivery of the goods by the Supplier (whichever shall be the earlier) shall constitute the Supplier's acceptance of the Order subject to these conditions.

**3. PRICE and TERMS**

The price of the goods shall be stated in the Order and, unless otherwise stated, shall be exclusive of VAT (which shall be payable by Laerdal subject to receipt by Laerdal of a valid VAT invoice) and inclusive of all charges for packaging and packing.

**4. CHANGE ORDERS**

Laerdal shall have the right by written notice to change the terms of this purchase order, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery. Upon receipt of such notice, Supplier shall proceed promptly to make such changes. If any such change causes a change in the cost of the goods, or in the time of required performance, Supplier shall provide prompt notice to Laerdal of any such change and equitable adjustment shall be negotiated promptly and this Order shall be modified in writing accordingly.

**5. TERMINATION OF ORDER**

At any time Laerdal, at its option, may terminate this Order for convenience in whole or in part by written notice. Any claim of Supplier shall not exceed reasonable demonstrated costs it has incurred in performance of this Order

prior to notice of termination and shall in no event exceed the total amount of this Order

**6. DELIVERY NOTE**

A delivery note quoting the Order number, the date of the Order, the number of packages and their contents, including Laerdal article number; and, in the case of part delivery, the outstanding balance remaining to be delivered, must accompany each delivery or consignment of the goods and must be prominently displayed.

**7. DELIVERY AND PERFORMANCE**

**7.1 TIME IS OF THE ESSENCE.**

Supplier shall, upon accepting an Order, or as soon as practicable thereafter, notify Laerdal if delivery of the goods cannot be made on the delivery date as requested in the Order. In that event, Laerdal may cancel the Order; or, agree with Supplier on a new delivery date.

7.2 Laerdal will be entitled to reject any goods delivered which are not in accordance with the Order and shall not be deemed to have accepted any goods until Laerdal has had a reasonable time to inspect them following delivery. In the event of any failure on the part of the Supplier to supply goods in accordance with the Order, Laerdal shall be entitled (without prejudice to any other rights Laerdal may have) to:

7.2.1 reject the goods not delivered; and/or

7.2.2 if rejected, require the Supplier to repair or replace the goods, at no additional charge; and/or

7.2.3 cancel any Order of which such goods are the subject.

**8. WARRANTY AND LIABILITIES**

8.1 The Supplier warrants to Laerdal that the goods contained in this Order shall:

8.1.1 be free from defects, material and workmanship

8.1.2 correspond with the Specification

8.2 The Supplier shall as soon as reasonably practicable repair or replace all goods without additional cost to Laerdal which are or become defective during the period of 12 months from date of invoice.

8.3 Laerdal's liability for any breach of this Order shall be limited to the amount of the price payable by it specified in the Order to which the breach relates.

**9. FORCE MAJEURE**

Laerdal shall not be liable for any failure to take or make use of the goods or for any delay in taking or making use of the same which is due wholly or partially to any strike, lock-out or other industrial action, or any other event beyond the reasonable control of Laerdal including without limitation, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, fire, flood, storm.

**10. DISPUTE RESOLUTION**

Any controversy arising out of or relating to this Order, including any claim for damages shall be settled, by arbitration in Monterrey, Mexico. Judgment can be entered in any court of competent jurisdiction.

**11. GOVERNING LAW**

This purchase order shall be governed by and construed under the laws of the Mexico and the parties agree to the jurisdiction of the courts of Monterrey, Mexico.