

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Hepburn Bio Care BVI Ltd, is a private company incorporated in the British Virgin Islands (company number: 612558), whose registered address is at 3rd Floor, Geneva Place, Waterfront Drive, PO Box 3175, Road Town, Tortola, British Virgin Islands.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods as attached
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	means Hepburn Bio Care BVI Ltd, is a private company incorporated in the British Virgin Islands (company number: 612558), whose registered address is at 3 rd Floor, Geneva Place, Waterfront Drive, PO Box 3175, Road Town, Tortola, British Virgin Islands.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression include electronic communications whether sent by e-mail, fax or other means.

2. Information About Us

2.1 Hepburn Bio Care BVI Ltd, is a private company incorporated in the British Virgin Islands (company number: 612558), whose registered address is at 3rd

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Floor, Geneva Place, Waterfront Drive, PO Box 3175, Road Town, Tortola,
British Virgin Islands.

3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6 Our complaints handling policy;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.8 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.9 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
 - 3.4.10 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We

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cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process.

- 4.2 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 4.1 you may return those Goods to Us as provided in Clause 8.
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.5 Bespoke Goods are available from Us. If you Order bespoke Goods from Us, We will produce those Goods to your specifications and requirements. When placing an Order for bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. Orders

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before We despatch the Goods by contacting Us. This does not apply to bespoke Goods. We will only accept changes to Orders for bespoke Goods if We are reasonably able to accommodate your request without additional work.
- 5.3 If your Order is changed We will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 30 days. This does not apply to bespoke Goods (unless you are cancelling under sub-Clause 12.2.5 due to an event outside of Our control). We will only accept an Order cancellation for bespoke Goods if We have not yet begun making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
 - 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
 - 5.5.2 An event outside of Our control continues for more than 7 days (please see Clause 12 for events outside of Our control).

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- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 7 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. Price and Payment

- 6.1 The Price of the Goods will be that shown in Our Commercial Invoice. If We quote a Special Price which is different to the Price shown in Our Commercial Invoice the Special Price will be valid for the agreed time or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 6.2 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.3 Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due.
- 6.4 The provisions of sub-Clause 6.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.
- 6.5 Invoices must be paid in full to the correct bank account within 30 days of the invoice date. Until we receive full payment the goods are at all times deemed the property of Hepburn Bio Care Ltd.

7. Delivery

- 7.1 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.
- 7.2 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of 8am to 5.30pm UK time. Times may vary for collections from warehouses in other countries.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.4 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 7.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as

they are passed to your chosen carrier.

- 7.6 You own the Goods once We have received payment in full for them.
- 7.7 Please note carefully the following:
- 7.7.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
 - 7.7.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
 - 7.7.3 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.8 If any of the events in sub-Clause 7.9 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.9 If, despite the events in sub-Clause 7.9 and 7.10, you choose not to treat the Contract as being at an end, your right to cancel your Order or to reject the Goods will be unaffected. If you do so, We will reimburse you without undue delay.
- 7.10 If the Goods form a Commercial Unit, you may only reject or cancel all of the Goods, not a portion of them.

8. Faulty, Damaged or Incorrect Goods

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.
- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30

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Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.

- 8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4 To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours of 8.30am to 5.30pm UK time, or to at hours to be confirmed for our warehouses outside the UK or you may return them to Us by post or another suitable delivery choice. You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details. Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.5 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.

9. Returning Goods If You Change Your Mind

- 9.1 If you are not satisfied with any (non-bespoke) Goods purchased from Us you have the right to return them in exchange for a refund, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 8.
- 9.2 This Clause 9 does not apply to bespoke Goods. Goods which We have produced or altered to order for you cannot be returned if you change your mind.
- 9.3 If you wish to return Goods to Us under this Clause 9 you must do so within 7 days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 9.4 All Goods must be returned to Us under this Clause 9 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.

- 9.5 You may return Goods to Us in person during Our business hours of 8.30am to 5.30pm UK time, or to at hours to be confirmed for our warehouses outside the UK or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 9.
- 9.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We may charge you for collecting Goods under this Clause 9.
- 9.7 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 7 days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.

10. Guarantee

- 10.1 For Goods that We have produced, customised or altered (including bespoke Goods), We guarantee that until the expiry date, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 10.2.
- 10.2 Our guarantee does not apply to any defects in the Goods caused by:
 - 10.2.1 Normal wear and tear;
 - 10.2.2 Deliberate damage and/or misuse of the Goods;
 - 10.2.3 Failure to store the goods as recommended;
 - 10.2.4 Accidental damage;
 - 10.2.5 Failure to use the Goods in accordance with their instructions; or
 - 10.2.6 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 10.3 For Goods that We have not produced, customised or altered the Goods may be provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods.

11. Our Liability

- 11.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent

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misrepresentation.

11.3 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights.

12. Events Outside of Our Control (Force Majeure)

12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

12.2.1 We will inform you as soon as is reasonably possible;

12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

12.2.4 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

12.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

13. Communication and Contact Details

13.1 If you wish to contact Us, you may do so by telephone at 032380 710044 or by email at info@hepburnbiocare.com.

13.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

13.2.1 Contact Us by email at info@hepburnbiocare.com;

14. Complaints and Feedback

14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

14.2 All complaints are handled in accordance with Our complaints handling policy

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and procedure, available from Hepburn Bio Care BVI Ltd.

14.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

14.3.1 In writing, addressed to Margaret Hepburn CEO, Unit 8, Freemantle Business Centre, 152 Millbrook Road East, Southampton SO15 1JR United Kingdom.

14.3.2 By email, addressed to Margaret Hepburn CEO at m.v.hepburn@hepburnbiocare.com

15. **How We Use Your Personal Information (Data Protection)**

15.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

15.2 We may use your personal information to:

15.2.1 Provide Our Goods and services to you;

15.2.2 Process your payment for the Goods; and

15.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

15.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

15.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

16. **Other Important Terms**

16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

16.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. This is subject to sub-Clause 16.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.

16.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

16.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of

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a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. **Governing Law and Jurisdiction - UK law**

Any dispute or claim arising out of or in relation to this agreement shall be submitted to the London Court of International Arbitration (LCIA) under and in accordance with the Arbitration Act 1996 and the rules of the LCIA at the date of such submission, which rules are deemed to be incorporated by reference within this Clause. The Tribunal shall consist of three arbitrators and each litigating party shall select one arbitrator. The arbitrators selected by the parties shall select the Chairman from amongst themselves. In the absence of selection by the Parties, the arbitrators including the Chairman shall be appointed by the LCIA. The Parties hereto acknowledge that service of any notices in the course of such arbitration at their addresses as given in this Agreement shall be sufficient and valid. Proceedings shall be held in camera, in the English language and in London.