

TERMS AND CONDITIONS OF SALE: International

MED-EL Distribution (Pty) Ltd. – TICOM Anatomical Solutions (Worldwide)
Effective Date: May 2025

These Terms and Conditions ("Terms") govern the international sale and distribution of TICOM Anatomical Solutions ("Products") by MED-EL Distribution (Pty) Ltd. ("MED-EL", "we", "our", "us") to business customers and institutional clients ("Customer", "you", "your") worldwide. By placing an order, the Customer agrees to be bound by these Terms.

1. DEFINITIONS

- 1.1 **"MED-EL"**: MED-EL Distribution (Pty) Ltd., a registered South African company.
- 1.2 **"Products"**: Educational anatomical models, simulation systems, and training solutions provided under the TICOM brand, distributed by MED-EL.
- 1.3 **"Customer"**: Any legal entity, business, or institutional client purchasing Products from MED-EL.
- 1.4 **"Incoterms®"**: Refers to the international commercial terms published by the International Chamber of Commerce (ICC), most recently **Incoterms® 2020**.

2. SCOPE AND ACCEPTANCE

- 2.1 These Terms apply to all international sales unless superseded by a separate, signed written agreement between both parties.
- 2.2 All orders are subject to MED-EL's acceptance and product availability.
- 2.3 No order is binding unless confirmed in writing by MED-EL.
- 2.4 Any additional or conflicting terms proposed by the Customer shall be void unless explicitly accepted in writing by MED-EL.

3. PRICING AND PAYMENT

- 3.1 All prices are quoted in **South African Rand (ZAR)** as stated on the quotation or invoice. Quoted prices are valid for **[30 days]** unless stated otherwise.

Any shipping fees or costs beyond the scope of the **Incoterms®** term will be estimated and finalized on the invoice after shipment.

- 3.2 Payments must be made via electronic Funds Transfer or another approved method. Bank fees and charges are borne by the Customer.
- 3.3 MED-EL reserves the right to suspend deliveries or cancel orders for non-payment.
- 3.4 Full payment is due on receipt of the product.

4. DELIVERY AND SHIPPING

- 4.1 All international shipments are subject to the agreed-upon Incoterms® 2020 as specified in the quotation. Unless otherwise specified, the default Incoterm is **DAP (Delivered at Place)**. Under DAP, MED-EL delivers the goods to the agreed destination.
- 4.2 Delivery dates are estimates and MED-EL is not liable for delays caused by carriers, customs, or other factors beyond our control.
- 4.3 Risk of loss or damage to the Products passes to the Customer at the delivery point defined by the agreed Incoterm.
- 4.4 The Customer is responsible for all import permits, licenses, taxes, duties, any other local charges. and full customs compliance in the destination country.

5. RETURNS AND CANCELLATIONS

- 5.1 Orders may not be cancelled after confirmation unless agreed in writing and may be subject to cancellation fees.
- 5.2 Return of Products will only be accepted with MED-EL's **prior written consent** and are subject to restocking fees unless due to a verified defect or shipment error.
- 5.3 Claims for damaged, defective, or incorrectly delivered Products must be submitted in writing within **30 days of receipt**. All claims must be accompanied by supporting documentation, including photographic evidence where applicable.
- 5.4 Custom-ordered or made-to-order Products are non-refundable unless proven defective.
- 5.5 Approved returns must be in original packaging and unused.

6. WARRANTY

- 6.1 TICOM Products are warranted against material defects in workmanship or components for 12 months from the date of delivery.
- 6.2 The warranty is void in cases of misuse, unauthorized repair, or failure to follow usage guidelines.
- 6.3 Warranty claims must be submitted in writing with proof of purchase and supporting documentation.
- 6.4 MED-EL's obligation is limited to the replacement, or refund of the affected Product at its sole discretion.

7. LIMITATION OF LIABILITY

- 7.1 MED-EL shall not be liable for any indirect, incidental, special, or consequential damages, including loss of business, income, or data.
- 7.2 MED-EL's total liability shall not exceed the value of the Product giving rise to the claim.
- 7.3 **Medical Use Disclaimer:** The Products are intended for educational, training, and simulation purposes only. They are not intended for use in, or as part of, any diagnostic or therapeutic procedure, nor are they regulated or sold as medical devices unless otherwise explicitly stated in writing. The Customer assumes all responsibility for using the Products in accordance with their intended purpose.

8. INTELLECTUAL PROPERTY

- 8.1 All intellectual property rights in the Products, including trademarks, copyrights, manuals, digital content, and design features, remain the exclusive property of TICOM or its licensors.
- 8.2 No right, license, or transfer of intellectual property is granted through the sale of Products.

9. EXPORT CONTROL AND COMPLIANCE

- 9.1 The Customer is responsible for compliance with all applicable import/export laws in their jurisdiction.
- 9.2 Products may be subject to the export control laws of the Republic of South Africa or other jurisdictions and may not be resold or re-exported without proper authorization.

10. CONFIDENTIALITY

- 10.1 All pricing, technical specifications, and commercial information exchanged between MED-EL and the Customer shall be treated as confidential unless publicly available or required by law.

11. FORCE MAJEURE

- 11.1 MED-EL shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, governmental action, supplier delays, or global transport disruptions.

12. DISPUTE RESOLUTION AND GOVERNING LAW

- 12.1 These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of laws principles.
- 12.2 Any dispute arising from these Terms shall first be attempted to be resolved amicably through good faith negotiations.
- 12.3 If a dispute cannot be resolved through negotiation, the parties agree to submit the dispute to final and binding arbitration under the rules of the International Chamber of Commerce (ICC) in a neutral location mutually agreed upon by both parties. This provision shall not prevent either party from seeking injunctive relief in a court of competent jurisdiction.

13. GENERAL

- 13.1 These Terms constitute the entire agreement between MED-EL and the Customer and supersede all prior agreements or understandings.
- 13.2 Any amendments must be made in writing and signed by both parties.
- 13.3 If any clause of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. CONTACT DETAILS

MED-EL Distribution (Pty) Ltd.

MED-EL Distribution (Pty) Ltd.

Ext 70, 340 Witch-Hazel Avenue Eco Court Suites, Suite A10 First Floor, Highveld, Centurion, 0157

Email: customerserviceZA@medel.com
