

TERMS AND CONDITIONS OF SALE: South Africa

MED-EL Distribution (Pty) Ltd. – TICOM Anatomical Solutions

Effective Date: 1 August 2025

These Terms and Conditions ("Terms") govern the sale and distribution of TICOM Anatomical Solutions ("Products") by MED-EL Distribution (Pty) Ltd. ("we", "our", "us") to business customers and institutional clients ("Customer", "you", "your") within the Republic of South Africa.

By purchasing from MED-EL Distribution (Pty) Ltd., the Customer agrees to be bound by these Terms.

1. DEFINITIONS

- 1.1 **"We", "our", "us"**: Refers to MED-EL Distribution (Pty) Ltd.
- 1.2 **"Products"**: Refers to TICOM Anatomical Solutions sold and distributed by MED-EL Distribution (Pty) Ltd.
- 1.3 **"Terms"**: Refers to these Terms and Conditions.
- 1.4 **"VAT"**: Value Added Tax, as defined by South African tax legislation.
- 1.5 **"Customer", "you", "your"**: Refers to business customers and institutional clients purchasing Products from MED-EL Distribution (Pty) Ltd.

2. ORDERING AND ACCEPTANCE

- 2.1 All orders placed by the Customer are subject to acceptance by MED-EL Distribution (Pty) Ltd.
- 2.2 All orders must be submitted in writing (email, RFQ, or approved quotation).
- 2.3 An order is considered accepted upon MED-EL Distribution (Pty) Ltd.'s issuance of a written order confirmation.
- 2.4 MED-EL Distribution (Pty) Ltd. reserves the right to reject or amend orders based on availability, pricing, or compliance limitations.

3. PRICING AND PAYMENT TERMS

- 3.1 All prices are quoted in South African Rand (ZAR) and include VAT.
- 3.2 Quoted prices are valid for **[30 days]** unless stated otherwise.
- 3.3 Payment terms are immediate transfers/payments unless agreed upon in writing.
- 3.4 MED-EL Distribution (Pty) Ltd. reserves the right to suspend deliveries or cancel orders for non-payment.
- 3.5 A courier fee of R180.00 applies — or enjoy FREE shipping when you order **five (5) Products or more.**

4. DELIVERY AND RISK

- 4.1 Delivery timeframes are estimates and are subject to product availability and logistics conditions.
- 4.2 The risk of loss or damage to Products passes to the Customer upon delivery at the designated delivery address.
- 4.3 Any applicable delivery fees will be clearly indicated on the official quotation.

5. RETURNS AND CANCELLATIONS

- 5.1 No returns will be accepted without prior written approval from MED-EL Distribution (Pty) Ltd.
- 5.2 Return claims must be submitted in writing to [Your Email Address for Returns] within thirty (30) days of receipt of goods, and only apply to:
 - damaged, defective goods, or
 - products delivered in error.
- 5.3 Custom-ordered or made-to-order Products are non-refundable unless proven defective.
- 5.4 Approved returns must be in their original packaging and in an unused condition.
- 5.5 MED-EL Distribution (Pty) Ltd. will arrange for a courier to uplift defective or incorrectly delivered items.

- 5.6 Order cancellations must be submitted in writing and received by MED-EL Distribution (Pty) Ltd. prior to the shipment of the order.

6. WARRANTY

- 6.1 TICOM Products are warranted to be free from material defects for a period of twelve (12) months from the delivery date.
- 6.2 Warranty claims must be submitted with proof of purchase and photographic evidence.
- 6.3 This warranty does not apply to damage resulting from misuse, accident, alteration, or improper storage of the Products.
- 6.4 MED-EL Distribution (Pty) Ltd.'s liability under this warranty is limited to the replacement or refund of the defective Product, at MED-EL Distribution (Pty) Ltd.'s sole discretion.

7. INTELLECTUAL PROPERTY

All intellectual property rights associated with TICOM Products, including but not limited to designs, images, manuals, and branding, remain the exclusive property of TICOM or its licensors. No rights or licenses to such intellectual property are transferred to the Customer through the sale of Products.

8. LIMITATION OF LIABILITY

- 8.1 MED-EL Distribution (Pty) Ltd. shall not be liable for any indirect, incidental, or consequential losses or damages arising from the use or inability to use the Products.
- 8.2 MED-EL Distribution (Pty) Ltd.'s total liability in respect of any claim arising under these Terms shall not exceed the value of the affected Product(s) purchased by the Customer.

9. COMPLIANCE AND USE

- 9.1 The Customer is solely responsible for ensuring that the Products are used legally and ethically in strict accordance with all relevant South African laws and regulations.
- 9.2 Products are primarily intended for educational and training purposes only and are expressly not to be used in clinical procedures unless explicitly approved in writing by MED-EL Distribution (Pty) Ltd.

10. FORCE MAJEURE

MED-EL Distribution (Pty) Ltd. shall not be held liable for any failure to fulfil its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, strikes, natural disasters, transport delays, supplier disruptions, or changes in law or government regulations.

11. CONFIDENTIALITY

All pricing, technical specifications, and commercial terms provided to the Customer by MED-EL Distribution (Pty) Ltd. shall be treated as strictly confidential and shall not be disclosed to any third parties without the prior written consent of MED-EL Distribution (Pty) Ltd.

12. GOVERNING LAW AND JURISDICTION

These Terms are governed by and shall be construed in accordance with the laws of the Republic of South Africa. Any disputes arising from or in connection with these Terms shall be resolved subject to the exclusive jurisdiction of the appropriate courts of South Africa.

13. AMENDMENTS

MED-EL Distribution (Pty) Ltd. reserves the right to amend these Terms at any time. Any updated Terms will be made available on MED-EL Distribution (Pty) Ltd.'s official website, or provided upon request via written communication.

14. CONTACT DETAILS

MED-EL Distribution (Pty) Ltd.

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