

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF USE OF WEBSITE AND SALE OF PRODUCTS

GENERAL

These General Terms and Conditions (hereafter "T&Cs") govern the relations between Medtronic Limited, of Building 9, Croxley Green Business Park, Hatters Lane, Watford, Hertfordshire WD18 8WW, United Kingdom, and the users of the GCSSP Website (hereafter "Web-site") in regards to the services offered on the Web-site (hereafter "Services") and to the purchase and sale of Medtronic products ordered by users via the Web-site (hereafter "Products").

The access to the Web-site, the provision of the Services and the purchase and sale of Products shall be restricted to employees or agents of corporations and institutions (hereafter "Customers") who are currently bound by one or more written agreements with Medtronic governing the purchase of Products (hereafter "Written Agreements"). These T&Cs will be deemed accepted by Customer with its first accessing the Web-site with its administrator ID and password communicated by Medtronic. The terms of any Written Agreement shall prevail over those in these T&Cs in regards to the purchase of Products.

These T&Cs may be changed by Medtronic from time to time on the Web-site, and the latest version of these T&Cs at any point in time will govern any future usage by Users of the Web-site and the sale and purchase of Products.

CONTENTS OF WEB-SITE

The materials on the Web-site belong to or are licensed to Medtronic, and are protected by United States and other copyright laws. Customer may [e-mail], [download], or print copies of the materials on this Web-site, but only for Customer's use and subject to including all copyright and other notices that are in the materials.

Medtronic or its affiliates also owns the trademark and logo of Medtronic and these trademarks of Products and services on this Web-site, and these trademarks are protected by United States and other trademark laws. All trademarks are the property of their respective owners. Customer shall not to display or use the Medtronic logo or trademarks in any manner without Medtronic's prior written permission.

There may be special rules for the use of materials provided on certain parts of this Web site. These special rules will be posted near the materials.

Any use by Customer of the materials or trademarks on this Web-site in a way that is not clearly allowed by these T&Cs, is in violation of these T&Cs and may be violating copyright, trademark, and other laws. In that case, Medtronic may revoke Customer's access to use this web site. All rights not expressly granted are reserved.

All content on this web site is provided to Customer on an "as is" basis, and Medtronic makes no warranty as to the accuracy, completeness, or reliability of any content available through this Web-site.

SERVICES

Customer's access to the Web-site will serve the purpose of issuing purchase orders for Products, of tracking progress of order processing and shipment, of making any operational notification to Medtronic (except for those formal notices which are subject to clause 11.

Medtronic will provide a helpdesk facility at such times as is described in the section ["Contact Us"] of the Web-site, from time to time.

Medtronic shall feature on those pages on the Web-site which are applicable to the Customer, all those Products and all those prices which have been agreed with the Customer in a Written Agreement. The Customer acknowledges and agrees that, where discount rates and/or rebates are applicable, they are not calculated in the prices displayed for individual Products ordered by the Customer, and that any such discounts and rebates will be featured on the Product invoices issued by Medtronic.

Medtronic will set up the Web-site, and assign access rights as instructed by the Customer, using the available parameters offered by Medtronic on the Web-site (and excluding any specific customisation or programming for the Customer). Medtronic reserves the right at its sole discretion and without any liability to withdraw Customer's access to the Web-site or of any individual users within Customer's organisation.

The Customer shall control, and is solely responsible for, the issuance and administration of its user logins and passwords and the use of the Web-site by its designated administrators and/or users. The Customer shall provide logins only to such of its own employees (and excluding any agents or sub-contractors) as is necessary to accomplish the purpose of using the services provided by the Web-site and purchasing Products.

The Customer has full responsibility for all aspects of security for the administrators and users login details and passwords, including, but not restricted to, disabling leavers. The Customer shall impose on each administrator and user to protect his or her password(s) and not to share passwords with others. Users who believe a password has been compromised should change that password immediately and notify Customer and Medtronic thereof.

The Customer warrants that all those of its employees accessing the Web-site, reviewing Product portfolios, placing orders, etc. through the Web-site are authorised by the Customer for that purpose, and shall abide by the confidentiality, copyrights and trademarks provisions set forth in these T&Cs.

The Customer acknowledges that the Web-site contains Medtronic confidential information, in particular commercial information such as pricing information. The Customer shall use the confidential information exclusively for accomplishing the purpose of using the Web-site and

shall not copy or duplicate any materials containing confidential information except as necessary to accomplish that purpose. The Customer shall disclose the confidential information only to such of its own employees who have a "need to know", and Customer shall be responsible for ensuring that such employees treat such confidential information with the same degree of care they use to protect Customer's own confidential information of like importance, but not with less than a reasonable degree of care.

The Customer shall not, at any time, insert personal data of patients in the Web-site.

Medtronic shall use commercially reasonable efforts to keep the Web-site up and running and error-free. Medtronic reserves the right to take the site down for routine maintenance and accepts no responsibility or liability of any sort for downtime, errors, whether caused by any system defects or routine maintenance. The Customer hereby agrees that neither Medtronic nor any person or company associated with Medtronic shall be liable for any damage resulting from Customer's use or inability to use the Web-site or the services or materials on this Web-site, whether that damage is direct, indirect, special, incidental, consequential, exemplary, or damages resulting from lost data or business interruption.

PRODUCT INFORMATION SUPPLIED TO CUSTOMER

Catalogues and price lists are supplied to Customer purely for information, and nothing contained therein shall form any part of these T&Cs. Where Products and prices offered to Customer are those provided for in a Written Agreement, Medtronic may only change the list of such Products and prices in accordance with the terms of such Written Agreement.

Save as provided in clause 9, Medtronic makes no representation or warranty regarding Products. Medtronic shall use its reasonable efforts to deliver Products which conform to the Product specifications issued by Medtronic or included in Medtronic's Product catalogues user manuals or other Product information documents but reserves the right to change or modify the design, specification or source of the products but only in accordance with the terms of any relevant Written Agreement, where one exists. Customer shall store Products in facilities appropriate for Products' future use, and shall not use Products after the specified 'Use before Date'.

ORDERS

Customer shall submit orders for Products through the Web-site.

Any order made through the Web-site shall be binding upon Customer at the time of submission to Medtronic via the Web-site,. Medtronic may be requested to give an e-mail confirmation (hereafter "Order Confirmation") in respect of any order

Customer shall not cancel any order, in part or in whole, once Customer has submitted such order, unless Customer: (i) notifies Medtronic of the desired cancellation before the Products are delivered by Medtronic, and (ii) agrees to pay Medtronic a cancellation fee amounting to fifty percent (50%) of the total order or part order to be cancelled.

Where an order is agreed to be consignment stock controlled by Customer, the terms and conditions of Medtronic's consignment agreement with such Customer shall apply. Subject always to any contrary provisions of any such consignment agreement, the sale of Products becomes effective immediately upon Customer's use of the Product in consignment, or upon the occurrence of any event which alters the Product's packaging, conditioning, characteristics, performance or quality in any way or for any reason whatsoever, or upon Customer's loss of the Product due to any cause whatsoever. Until the sale becomes effective, Medtronic shall have the right to repossess Product in consignment stock at any time, with or without prior notice to Customer, and Customer shall not refuse Medtronic or Medtronic's representative access to the Products during normal business hours.

DELIVERY, TITLE, RISK

Products are sold FCA shipping warehouse in Heerlen, The Netherlands. The risk associated with loss of, or damage to, Products shall be for Customer's account as from the time of delivery to the carrier.

Title to the Products shall pass to Customer when Medtronic receives full payment from Customer.

Customer shall not refuse delivery of partial shipments or of any shipment that includes Product errors or damaged Products. To notify Medtronic of damaged products or errors, Customer shall make the appropriate notice on the shipment documents at the time of delivery of Products, and shall send a copy of such annotated shipment documents to Medtronic at the latest ten (10) days after such delivery. Failing such notification, Customer shall have no right to claim that Products shipped were not in perfect condition and corresponding to the invoice and Medtronic shall not be responsible for any defects which examination of Products would or should have revealed. Customer shall store the Products until returned to Medtronic.

In case of faulty Products, Medtronic shall use its reasonable efforts to promptly ship, at Medtronic's exclusive cost, replacement Products to Customer. Such replacement Products shall be invoiced separately to Customer, at the prices agreed in the accepted order, while Products returned and accepted by Medtronic pursuant to Medtronic's Product return policy set out in clause 13 shall be credited to Customer at the invoiced price.

PRICES, INVOICES, PAYMENT TERMS

The Product prices are as provided for in the relevant Written Agreement or, if there is no such agreement, on the global pricing list provided to the Customer on the Web-site. All prices are exclusive of duty or tax, in particular VAT, which Customer shall be liable to pay at the applicable rate from time to time.

Medtronic shall use its reasonable efforts to issue invoices for Products on the day of shipment of an order. Any one order may result in several and separate invoices from Medtronic in case of separate shipments, provided that each invoice shall clearly reference the order it corresponds to.

Customer shall pay all invoices for Products within thirty (30) days net of the date of the invoice, except as may be otherwise provided for in the relevant Written Agreement. Payment shall be considered as effective only upon receipt of the full amount invoiced, without any deduction of any kind, into the bank account identified separately by Medtronic to Customer, in the currency specified in the invoice.

Any amount not received by Medtronic when due shall automatically accrue interest at the late payment interest rate of four percent (4%) above the base rate of the Bank of England from time to time or, if higher, and if applicable, the rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Until such time as property in the Products passes from Medtronic pursuant to clause 6.2 or upon the occurrence of any of the termination events in clause 15 below, Medtronic may (without prejudice to any of its other rights and remedies) by notice in writing request Customer to deliver back to Medtronic such Products as have not been resold. If Customer fails to do so within 14 days Medtronic may enter upon any land or premises owned, occupied or controlled by Customer where such Products are situated and repossess the Products and take all necessary steps to enable it to recover and dispose of the Products.

Medtronic may suspend any further shipment of Products, even after orders have been accepted, until any and all overdue amounts, including accrued late payment interest charges until the date of actual payment, have been paid into Medtronic's bank account. Such remedies are in addition, not in lieu of, any other remedies available to Medtronic under applicable law.

Customer shall not be entitled to deduct or set off against any sum due to Medtronic any monies which are not presently payable by Medtronic or in relation to which Medtronic disputes liability.

LIMITATION OF LIABILITY - FORCE MAJEURE

Medtronic shall use reasonable efforts to deliver Products upon the dates or within the delays specified in the accepted order, but Medtronic shall not be liable in case of late delivery, and Customer shall not refuse, in part or in whole, any delivery of Products due to any delay in shipment.

Medtronic shall not be liable to Customer for failing to perform, in whole or in part, any of its obligations if such failure is caused by Force Majeure. Force Majeure is understood, for the purposes of these T&Cs, to include any and all events beyond the reasonable control of Medtronic. Medtronic shall inform Customer of the occurrence of the Force Majeure event promptly, as well as of the expected effect on the fulfilment of Medtronic's obligations. Moreover, Medtronic shall use its reasonable efforts, however, to mitigate the consequences of Force Majeure, or to find alternative means of fulfilling its obligations in reasonably comparable economic ways. In case Force Majeure is preventing, or expected by Medtronic to prevent, Medtronic from delivering Products ordered to Customer for more than thirty (30) days past the planned date of delivery, Customer and Medtronic shall have the right to cancel the concerned

order in whole or in part, by informing the other party in writing at any time before the effective shipment of the Products by Medtronic.

PRODUCT WARRANTY

Medtronic grants Customer with respect to the particular Products that benefit from a product warranty, a Product warranty in the terms set out in the relevant Product documentation or packaging. The remedies set out in such Product warranty are the only remedies available in the event of breach of such warranty.

Save as expressly provided in these T&Cs, no term, condition or warranty is made or implied, including as to the quality (satisfactory or otherwise) or fitness of the Products supplied, or to the effect that Products will be suitable for any particular purpose or for use under any specific conditions which may be known or made known to Medtronic.

Without prejudice to clause 9.1 above and to the extent permissible by law, Medtronic shall be under no liability to Customer for any loss, damage, injury or expense whatsoever arising from a defect in the Products or from any cause whatsoever relating to the Products.

Any liability that Medtronic may have under these T&Cs shall be limited to the damage suffered directly by Customer and shall in no case exceed the sums payable in respect of those Products which have been supplied in breach of these T&Cs.

Medtronic shall not be liable in contract, tort (including negligence or breach of statutory duty) statute or otherwise for any indirect or consequential loss or damage of any kind or for any increased costs or expenses or for loss of profit, business, use, contract, revenues or savings, whether or not Medtronic has been advised of the possibility of such loss and for the avoidance of doubt Customer hereby waives all and any rights to claim any contribution from Medtronic in respect of any liability on the part of Customer to any third party in respect of any loss and/or injury or damage for which Medtronic is also liable to such third party pursuant to the Civil Liability (Contribution) Act 1978.

No employee, agent or representative of Medtronic shall have any authority to bind Medtronic to any statement concerning the Products which is not expressly contained or referred to in these T&Cs. Customer shall have no remedy in respect of any statement, whether written or oral (other than a fraudulent misstatement) made to it upon which it relied in entering into these T&Cs and Medtronic shall have no liability to Customer other than pursuant to the express terms of these T&Cs.

Nothing in these T&Cs shall exclude or restrict any implied conditions or warranties or exclude or restrict Medtronic's liability to the extent that such cannot be excluded or restricted by law.

RECALLS

Customer shall maintain a tracking system which shall record or allow it to retrieve, in the format required by law, for the lifetime of each Product used by Customer (plus five years), all

information on each Product which is needed to comply with all legal requirements and/or official Guidelines which are or may become applicable to such Products, including information on the end-user.

NOTIFICATIONS

Customer shall immediately notify the Medtronic Regulatory Affairs Manager at the Medtronic address by telephone and fax with a letter of confirmation by registered mail of any information on product performance or safety including, but not limited to, any malfunction, failure, deterioration in the characteristics and/or performance, as well as inaccuracies in the instructions for use, coming to the attention of Customer in respect of any Product. Customer shall hand over to Medtronic all relevant documentation pertaining thereto including in relation to end users, customers and patients.

FIELD ACTION

Customer shall actively assist Medtronic in taking any steps required by Medtronic to perform a field action with regard to Products purchased by Customer, including but not limited to implementation of any update, upgrade, change order, reminder to users correspondence regarding correct use, recall or withdrawal of Products. Customer shall be responsible for its own costs of such assistance unless otherwise agreed.

PRODUCT RETURN POLICY

Medtronic must be informed of any Product return plan by Customer and must approve such plan.

Minimum criteria for return:

- Products must be in original packaging, unopened and undamaged.
- Seal of all implantable Products must not be damaged or broken.
- Medtronic must inspect programmers, externals, etc. before acceptance. Cost of possible repair will be charged to Customer.
- Credit will be granted to Customer only if and when returned Product is accepted by Medtronic.

Medtronic shall not, under any circumstances, accept return of:

- Products which require special storage conditions
- Products having their "use before date" expired or less than three months to run after the date of return.

Customer may request that refused returned Products be re-shipped to it, at its exclusive expense; or Medtronic will have refused Product destroyed.

DATA PROTECTION

Personal data which Customer provides or which is obtained in dealings with Customer may be held by Medtronic in accordance with the applicable data protection laws and will be used by Medtronic, affiliates, its agents and sub-contractors to provide the Products and to review, develop and improve the Products and any related services and to enable Medtronic to provide Customer and other customers with relevant information through marketing materials.

TERMINATION

Medtronic shall be entitled (without prejudice to its other rights and remedies against Customer) by notice in writing to Customer to terminate or suspend any agreement for the purchase of Products if Customer

- permits any judgment to be taken or levied against it, becomes insolvent or unable to pay its debts, goes into liquidation or enters into any voluntary arrangement with its creditors or members, commences or has commenced against it any proceedings for liquidation or any voluntary arrangement, has a receiver or administrative receiver appointed over any of its assets, presents or has presented against it a petition for the appointment of an administrator or applies for an administration order, has a moratorium imposed pursuant to section 1A Insolvency Act 1986 (as amended); or suffers or undertakes anything analogous to the foregoing under the laws of any applicable jurisdiction; or
- breaches any of its obligations under these T&Cs.

MISCELLANEOUS

The validity, interpretation and enforcement of this Agreement shall be governed solely by the laws of England and Wales.

To the extent legally possible, and in the event the parties cannot find an amicable solution after reasonable efforts and negotiations, all disputes that arise out of this Agreement or in connection therewith shall be heard by the competent courts of England. Notwithstanding the foregoing, Medtronic shall have the right to seek injunctive relief and/or bring in an action for payment of debts against Customer before any competent court, including courts with jurisdiction according to the registered address of Customer or the address of shipment origin or destination of Products.

Medtronic shall not be deemed to have waived any of its rights or remedies whatsoever unless such waiver is in writing and signed by a duly authorised representative of Medtronic. No delay or failure of Medtronic in exercising or enforcing any of its rights or remedies shall operate as a waiver thereof.

The invalidity or unenforceability for any reason of any clause or part thereof in these T&Cs shall not prejudice or affect the validity or enforceability of the remainder.

Customer may not assign or transfer any of its obligations under this agreement without the prior written agreement of Medtronic.

Any notice required or permitted to be given by one party to the other under these T&Cs shall be sent by registered mail or by special courier to the other party at the address provided in the Order Confirmation of Medtronic, or at any other address subsequently notified by one party to the other; any such notice shall be deemed to have been received not later than ten (10) days after having been handed over to the post office or to the special courier service.