

## General Sales Terms and Conditions

### General

By submitting a purchase order to INTEGRA Biosciences KK (hereinafter known as INTEGRA) the company purchasing products from INTEGRA (hereinafter known as Buyer) accepts the terms and conditions of sale and supply set forth below. To be binding, all mutual agreements must be confirmed in writing.

### Offers

Offers are, unless otherwise stated, binding for 30 days from date of issue.

### Conclusion of contract

The contract is concluded when INTEGRA has confirmed acceptance of the order in writing. Cancellation of or changes to a purchase order contract by Buyer may result in financial compensation by Buyer to INTEGRA.

### Documents and drawings

Documents and drawings that INTEGRA provides remain INTEGRA's property and may not be made available to third persons without INTEGRA's written permission. Violations of this condition commit the Buyer to full indemnification for damages. Copyright is expressly reserved.

### Pricing

Unless otherwise noted and agreed, all prices do not include consumption tax, installation and later application support. When the total price per order is less than JPY 10,000, a shipping fee will be charged. In the case of fluctuations in exchange rates or other changes in import-export costs INTEGRA reserve the right to adjust our prices accordingly.

### Payment conditions

Unless otherwise noted and agreed, payment terms shall be 30 days net without any discount reduction - payable in Japanese yen. Payment must be made by bank transfer only. Promissory notes and checks are not accepted. For late payment INTEGRA reserves the right to apply a late payment interest of 9 % p.a.

### Acceleration clause

In the event that any of the following events occurs in respect of the Buyer, all payment obligations of the Buyer shall be accelerated and become immediately due and payable.

- a) When receiving a petition for provisional seizure, provisional disposition, compulsory execution, auction, etc., or receiving disposition for non-payment of taxes and public dues from others. However, this is limited to those associated with the deterioration of the credit status.
- b) When receiving a petition for bankruptcy, rehabilitation proceedings, company liquidation, or corporate reorganization proceedings, or when filing these petitions yourself.
- c) When receiving a bank transaction suspension order.
- d) When the other party loses credibility and causes damage.
- e) When there is a reasonable reason for the other party to be unable to continue the transaction, such as a deterioration in business conditions.

### Delivery conditions

Unless otherwise noted and agreed, INTEGRA promised dates are not binding. INTEGRA may delay delivery if:

- a) the payment terms are not met;
- b) through no fault of INTEGRA, events of any sort whatsoever occur that interfere with the normal course of work concerned with the carrying out of the order;

- c) the information necessary to the carrying out of the work is not made known to INTEGRA at the correct time or is subsequently modified.

A delay in delivery does not entitle the Buyer to withdraw from the contract, nor does it give the Buyer any claim for damages or financial losses. A lateness penalty can be claimed only if a corresponding agreement exists.

### Transfer of Title and Risk

Title of purchased goods shall be transferred from INTEGRA to Buyer when Buyer pays for the goods, and risk shall be transferred from INTEGRA to Buyer at the time of delivery of the goods. However, Buyer shall be able to resell the goods before paying for the goods.

### Export Control

The delivery place of INTEGRA products is limited to Japan. Unless otherwise noted and agreed, Buyer should not resell INTEGRA products with shipments to any countries other than Japan. Buyer acknowledges that the deliveries may be subject to Japan and/or foreign legal provisions and regulations on export controls and will not be sold, rented or otherwise transferred or used for any purpose other than the agreed purpose, without an export or re-export license from the competent authority, and agrees to comply with such terms and regulations.

### Inspection of shipments

Complaints regarding shipment damage are considered only within 3 working days of receipt of the delivery. INTEGRA has the right to deal with justified complaints by replacement, repair or credit entry.

### Warranty and Liability

The warranty for all products supplied by INTEGRA lasts 12 months from delivery date. If within this period manufacturing or material faults become apparent, INTEGRA may choose, free replacement, repair or a credit entry. INTEGRA is at liberty to carry out this work at the place of installation or to require the carriage-free return of the defective parts. Defects caused by incorrect handling, exceptional stresses, failure to follow the instructions for installation, operating and maintenance, or unauthorized operations are not covered by the warranty. Equally not covered by the warranty is reasonable wear and tear of specified parts, degradation of batteries and all glass components. INTEGRA's warranty services apply only to the apparatus and parts supplied by INTEGRA. INTEGRA is not liable for any consequential damages incurred by Buyer. Support over and above the warranty service is charged at the currently applicable hourly rate of INTEGRA.

### Compliance with EU directives

All INTEGRA products are designed, manufactured and marked in accordance with the EU directives 2002/96/EC (WEEE) and 2011/65/EC (RoHS). It is the Buyer's or user's responsibility to make sure, that the products are disposed at the end of their life-cycle in accordance to the WEEE directive. INTEGRA provides the User Manual in English. INTEGRA may have documents translated into Japanese for some products, but basically it is the responsibility of the Buyer or user to have the documents translated into any language..

### Law and legal domicile

If a dispute arises between INTEGRA and Buyer regarding the transaction of goods and money, legal court of the location of the head office of INTEGRA shall be the competent court.