

Medtronic



Lauren Dodson
Whiston Hospital
Warrington Road
PRESCOT
L35 5DR

Medtronic Limited
Building 9, Croxley Park
Hatters Lane, Watford, Herts
WD188WW

Quotation Date: 24/10/2022

Quotation No. : Q-3379337-1

RE: Quote

Dear Lauren,

Please find enclosed our quotation for your consideration.

Should you wish to place an order against this quotation or if you require any further information, please contact us via the phone number(s) below.

PLEASE INCLUDE THE QUOTATION NUMBER Q-3379337-1 ON ANY POTENTIAL PURCHASE ORDER TO EXPEDITE ORDER PROCESSING.

Thank you for your continued interest in Medtronic Limited.

The Quote is valid from 21/10/2022 to 21/11/2022

Sincerely,

Daniel Shuffe

daniel.j.shuffe@medtronic.com



List of Offers for Whiston Hospital

Valid from: 21/10/2022 to: 21/11/2022

Product Code	Product Description	Qty.	Unit of Purchase	Offer Price in GBP	Total in GBP
FGS-0400	FGS-0400 PILLCAM SB3 CAPSULE 10-PACKX10	6	10 EA	4,300.00	25,800.00
FGS-0660	PillCam™ patency capsule, 5-pack, EU	1	5 EA	580.00	580.00
Total Ex. VAT				26,380.00	26,380.00

Item(s) For Free		
Product id	Description	Quantity
FGS-0347	FGS-0347 PILLCAM RECORDER DR3 X1	1
FGS-0355-	FGS-0355 PILLCAM RECORDER CRADLE DR3X1	1
FGS-0362	FGS-0362 PILLCAM RECORD ACCESSORIESDR3	1
FGS-0590	FGS-0590 PILLCAM SENSOR BELT MS SB	1
WIR-0031	WIR-0031 GB POWER CORD IEC320/C13 ROHS	1

Medtronic



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Payment Terms: Net 30 Days



1 GENERAL

1.1 All sales by Medtronic Limited or such of its affiliates as may be otherwise stipulated, (hereafter "Seller") are subject to the special terms of sale specified on offers and sales agreements issued or signed by Seller and to these General Terms. Submission of an order to Seller shall mean that Buyer is deemed to have accepted the special and general terms of sale applicable as specified in Seller-issued or signed documents.

1.2 Any conditions or terms of purchase submitted by Buyer deviating from or inconsistent with the special and general terms of sale will not bind Seller notwithstanding any statement by Buyer in its purchase order that its terms and conditions prevail. All amendments must be in writing, signed by a duly authorized representative of Seller.

1.3 In the event of conflict, the order of priority shall be: (a) the special terms issued or signed by Seller and applicable to the sale concerned, (b) these General Terms.

1.4 Seller may at its discretion, as a condition of acceptance of a purchase order, require Buyer to enter into a new or amended Credit Arrangement or provide a cash deposit, prepayment in part or in full, a Guarantee or a bank guarantee to Seller prior to delivery of the Products.

1.5 "Products" shall mean the products and services offered for sale by Seller.

2 PRODUCT INFORMATION SUPPLIED TO BUYER

2.1 Catalogues and price lists are supplied to Buyer purely for information, and nothing contained therein shall form any part of these General Terms, and Seller may change prices or the list of Products available for sale at any time without notice, provided, however, that Seller shall not change the prices in any order after Seller has formally accepted such order from Buyer.

2.2 Save as provided in Paragraph 8, Seller makes no representation or warranty regarding Products. Seller shall use its reasonable efforts to deliver Products which conform to the Product specifications issued by Seller or included in Seller'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. Buyer shall store Products in facilities appropriate for Products' future use, and shall not use Products after the specified 'Use before Date'.

3 ORDERS

3.1 Buyer shall submit orders for Products by e-mail, mail or facsimile to Seller or to Seller's authorised representative. All telephone orders must be confirmed in writing within seven days. Such orders shall specify the following minimum information, with respect to each Product ordered: (i) the Product number or service identifier code, (ii) the quantity ordered, (iii) the price per item, (iv) the requested delivery dates, (v) agreed delivery and payment terms if applicable, and (vi) the shipping instructions and any other pertinent information.

3.2 An order shall be binding upon Buyer at the time of submission to Seller. Seller shall be bound only upon formal acceptance by Seller which may be given by e-mail, mail or facsimile.

3.3 Buyer shall not cancel any order, in part or in whole, once Buyer has received Seller's formal acceptance of such order, unless Buyer: (i) notifies Seller of the desired cancellation before the Products are delivered by Seller, and (ii) agrees to indemnify Seller against any loss, damage and expense incurred by Seller in relation to the cancellation or alteration of the order.

3.4 Where an order is agreed to be consignment stock controlled by Buyer, the terms and conditions of Medtronic's consignment agreement shall apply. Subject to any contrary provisions in such agreement, the eventual sale of such consigned Products shall be

subject to these General Terms.

4 DELIVERY, TITLE, RISK

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

4.2 Title to the Products shall pass to Buyer when Seller receives full payment from Buyer. Buyer must keep the Products insured against all risks for Goods of that kind from the time the risk in the Products passes to Buyer until the time title to the Products passes to Buyer.

4.3 Buyer shall not refuse delivery of partial shipments or of any shipment that includes Product errors or damaged Products. To notify Seller of damaged products or errors, Buyer 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 Seller at the latest ten (10) days after such delivery. Failing such notification, Buyer shall have no right to claim that Products shipped were not in perfect condition and corresponding to the invoice and Seller shall not be responsible for any defects which examination of Products would or should have revealed. Buyer shall store the Products until returned to Seller.

4.4 In case of such faulty Products, Seller shall use its reasonable efforts to promptly ship, at Seller's exclusive cost, replacement Products to Buyer. Such replacement Products shall be invoiced separately to Buyer, at the prices agreed in the accepted order, while Products returned and accepted by Seller pursuant to Seller's Product return policy set out in paragraph 12 shall be credited to Buyer at the invoiced price. Buyer shall have no right to return Products for any other reason and no such return shall be permitted without the prior written approval by Seller of a Product return plan.

4.5 If Buyer fails or is unable to collect the Products on the day of delivery, Seller may arrange suitable storage of the Products, whether at its premises or elsewhere, and Buyer must pay or reimburse all costs and expenses of storage, insurance and other charges associated with such storage. Notwithstanding Buyer's failure or inability to collect the Products, delivery is deemed to have occurred by Seller tendering the Products for delivery.

5 PRICES, INVOICES

5.1 The Product price list current at the time the order is accepted by Seller shall determine the invoice price, unless Seller notifies Buyer of a different price. Seller may at its discretion change the list prices for the Products. All prices are exclusive of duty or tax, in particular VAT, which Buyer shall be liable to pay at the applicable rate from time to time.

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

6 PAYMENT TERMS

6.1 Buyer shall pay all invoices for Products within thirty (30) days net of the date of the invoice. 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 Seller to Buyer, in the currency specified in the invoice.

6.2 Any amount not received by Seller 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.

6.3 Until such time as property in the Products passes from Seller pursuant to clause 4.2 or upon the occurrence of any of the termination events in clause 14 below, Seller may (without prejudice to any of its other rights and remedies) by notice in writing request Buyer to deliver



up to it such Products as have not been used or resold. If Buyer fails to do so within 14 days Seller may enter upon any land or premises owned, occupied or controlled by Buyer where such Products are situated and repossess the Products and take all necessary steps to enable it to recover and dispose of the Products.

6.4 Seller 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 Seller's bank account. Such remedies are in addition, not in lieu of, any other remedies available to Seller under applicable law.

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

7 LIMITATION OF LIABILITY - FORCE MAJEURE

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

7.2 Seller shall not be liable to Buyer 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 General Terms, to include any and all events beyond the reasonable control of Seller. Seller shall inform Buyer of the occurrence of the Force Majeure event promptly, as well as of the expected effect on the fulfilment of Seller's obligations. Moreover, Seller 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 Seller to prevent, Seller from delivering Products ordered to Buyer for more than thirty (30) days past the planned date of delivery, Buyer and Seller 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 Seller.

8 LIMITED PRODUCT WARRANTY

8.1 Seller grants Buyer with respect to the particular Products which benefit from a product warranty and for the period which such warranty endures ("Warranty Period"), a limited 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.

8.2 Save as expressly provided in these General Terms 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 Seller.

8.3 During the Warranty Period, to the extent permitted by law, Buyer's sole remedy with respect to a breach of the Warranty will be the repair or replacement by Seller (as Seller may elect) of any such defective Products at Seller's expense and provided a written notice of defect is received by Seller within the Warranty Period.

8.4 Any liability that Seller may have under these General Terms shall be limited to the damage suffered directly by Buyer and shall in no case exceed the sums payable in respect of those Products which have been supplied in breach of these General Terms. The liability of Seller under the Contract will be reduced by the amount of any contributory loss or damage to the extent caused by an act or omission of Buyer or any third party not within Seller's reasonable control.

8.5 Seller 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.

8.6 No employee, agent or representative of Seller shall have any authority to bind Seller to any statement concerning the Products which is not expressly contained or referred to in these General Terms. Buyer 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 General Terms and Seller shall have no liability to Buyer other than pursuant to the express terms of these General Terms.

8.7 Nothing in these General Terms shall exclude or restrict any implied conditions or warranties or exclude or restrict Seller's liability to the extent that such cannot be excluded or restricted by law.

9 RECALLS

Buyer shall maintain a tracking system which shall record or allow it to retrieve, in the format required by law, for the lifetime of each Seller's product used by Buyer (plus five years), all information on each Seller's product which is needed to comply with all legal requirements and/or official Guidelines which are or may become applicable to such Seller's products, including information on the end-user.

10 NOTIFICATIONS

Buyer shall immediately notify the responsible Seller's Quality Control Officer at the Seller's 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 Buyer. Buyer shall hand over to Seller all relevant documentation pertaining thereto including in relation to end users, customers and patients.

11 FIELD ACTION

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

12 DATA PROTECTION

12.1 Information which Buyer provides or which is obtained in dealings with Buyer may constitute personal data (i.e. information relating to an identified or identifiable natural person) and will in such cases be held by Seller in accordance with applicable data protection laws. As part of providing the Products and any related services, Seller may process:

(a) personal data of Buyer, Buyer's staff members, including but not limited to its shareholders, directors, employees, trainees, interns, authorized agents, representatives and Buyer's suppliers and contractors ("Buyer Data"), as well as

(b) personal data of Buyer's customers, patients, or other contact persons of Buyer whose information was conveyed to Seller by Buyer ("Third Party Data").

Seller will be responsible, alone or jointly with the Buyer for the processing of Buyer Data. This will mean that each of Buyer and Seller will act as a controller and have discretion to determine why and how these personal data will be processed. Seller will only process Third Party Data on Buyer's behalf and explicit instruction and unless otherwise agreed Buyer will have responsibility as controller for Third Party Data.

12.2. Conditions for Processing Buyer Data



12.2.1. Purpose and Legal Basis: Seller will process Buyer Data to provide the Products and related services; to review, develop and improve the Products and any related services; to enable Seller to provide Buyer with relevant information through marketing materials; to safeguard and protect Seller's rights and interests; and to comply with Seller's legal obligations and with legitimate judicial, governmental and law enforcement requests or orders. Seller will process Buyer Data on the basis of, where appropriate, the individual's consent or the necessity of the processing for: (i) the performance of an agreement with Buyer; or (ii) complying with a legal obligation; or (iii) observing Seller's and other third parties' legitimate interests where they outweigh the rights of the individual with regard to the protection of his or her personal data.

12.2.2. Types of Data: The Buyer Data processed may include, but are not limited to, individuals' basic identity information, contact details, professional activities and affiliations, professional qualifications, education and training, financial information and personal preferences. Seller may identify certain characteristics, preferences or traits on the basis of which Seller may create or compile professional, financial or behavioural profiles for the abovementioned purposes.

12.2.3. Transfer: Seller may make Buyer Data available to Seller's business partners, suppliers, contractors and affiliated entities anywhere in the world, insofar as this is required for any of the purposes described in clause 12.2.1. Where Buyer Data are transferred outside the European Economic Area, Seller will ensure that adequate legal safeguards are in place which ensure the safety and security of Buyer Data to a level equivalent to that provided by applicable data protection law in the European Economic Area.

12.2.4. Retention and Data Security: Buyer Data will only be processed in an identifiable format for as long as required to achieve the purposes listed in clause 12.2.1. Seller will take the technical and organizational measures necessary to ensure an adequate level of protection against unauthorized access or theft as well as accidental loss, tampering or destruction.

12.2.5. Data Subject Rights: The individuals whose personal data is considered Buyer Data have certain rights regarding Seller's processing of their personal data. Such rights include the right to access, correction, information, restriction, erasure, withdrawal of earlier given consent, opposition, data portability and filing complaints with the competent data protection authorities.

Where Seller and Buyer are jointly responsible as controllers, they shall take such steps as ensure that, to the extent reasonably possible, individuals first and foremost address their request and complaints to Buyer. Where appropriate, Buyer may refer these request or complaints to Seller's EMEA Data Protection and Privacy Program (rs.privacyeurope@medtronic.com). Where Seller is solely responsible for the processing, individuals may direct any such requests or complaints to rs.privacyeurope@medtronic.com. Where Seller and Buyer are jointly responsible for the processing of personal data, Buyer will provide all legally required information regarding Seller's processing to the individuals and will obtain on behalf of Seller, when required, the legally valid consents of the individuals to the intended processing.

12.3. Conditions for Processing Third Party Data

12.3.1. Seller will process Third Party Data in the manner and under the conditions agreed between Seller and Buyer and as required by law. Buyer instructs Seller in any case to process Third Party Data insofar as required to provide the Products and any related services requested by Buyer; to safeguard and protect the legitimate interests of Seller and Buyer in relation to providing the Products and related services to Buyer; and to comply with Buyer's and Seller's legal obligations in relation to the provision of the Products and related services and with

legitimate judicial, governmental and law enforcement requests or orders.

12.4. This clause 12 shall apply unless Buyer and Seller have concluded a separate agreement pertaining to the processing of personal data in relation to a given product or service; in such cases the provisions of the separate agreement shall prevail over this clause 12.

13 TERMINATION

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

- Buyer 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 General Terms.

14 MISCELLANEOUS

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

14.2 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. The rights and remedies provided in the Contract will not affect any other rights or remedies available to Seller.

14.3 Seller 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 authorized representative of Seller. No delay or failure of Seller in exercising or enforcing any of its rights or remedies shall operate as a waiver thereof.

14.4 The invalidity or unenforceability for any reason of any clause or part thereof in these General Terms shall not prejudice or affect the validity or enforceability of the remainder.

14.5 Buyer may not assign or transfer any of its obligations under this agreement without the prior written agreement of Seller.

14.6 Where there is more than one Buyer then the liability of each shall be joint and several.

14.7 Any notice required or permitted to be given by one party to the other under these General Terms of Sale shall be sent by registered mail or by special courier to the other party at the address provided in the formal acceptance by the Seller, 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.