



INTERNATIONAL

TERMS OF SALES & CONDITIONS

Last Revised: January 4th 2011

By placing an Order, the Customer acknowledges acceptance of these Terms and Conditions.

1. Purchase

1.1. CUSTOMER shall purchase UBIMED PRODUCTS directly from UBIMED (and in no event shall CUSTOMER purchase UBIMED PRODUCTS from sources other than UBIMED). However, shipments may be from UBIMED or directly from Contractors. Whether shipped by UBIMED or directly from Contractors, payment for the UBIMED PRODUCTS shall be made directly to UBIMED

1.2. Order Acceptance

All orders shall be placed in written and are subject to acceptance by UBIMED. No order shall constitute a commitment of UBIMED unless and until accepted by UBIMED in its discretion.

1.3. Purchase Prices, Price Lists, Cancellation.

UBIMED has provided CUSTOMER with a copy of its current international price lists for UBIMED PRODUCTS applicable to the TERRITORY. UBIMED's international price lists are subject to change from time to time by UBIMED. UBIMED shall confirm the international price list applicable to the TERRITORY Price list at the time of the order confirmation. Notwithstanding anything to the contrary herein, all orders by CUSTOMER are subject to acceptance by UBIMED at the listed price in effect at the time such orders are received by UBIMED.

No order which has been accepted by UBIMED may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

1.4. Sales Tax and Duties, Import Fees

The international price list prices of the UBIMED PRODUCTS are export prices FCA. Wherever applicable it's CUSTOMER's sole responsibility to pay local taxes and customs when importing to TERRITORY"

1.5. Payment

CUSTOMER shall be required to make a deposit via wire in US Dollars, according to the bank details stipulated by the seller, in the amount of 50% of the purchase price of all UBIMED PRODUCTS ordered by it at the time it places the order. All shipments from UBIMED or a Contractor to CUSTOMER shall be charged for and paid in U.S. dollars and shall be against (i) wire transfer to UBIMED of the balance of the full price 5 (five) business days before shipment. CUSTOMER agrees to secure all necessary governmental or fiscal authorization or license to enable it to remit all payments in U.S. dollars.

2. Change Styles.

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UBIMED reserves the right, at any time, from time to time, and without notice or any liability or obligation to CUSTOMER, to alter or change the design of particular models of UBIMED PRODUCTS.

3. Returns.

UBIMED shall provide CUSTOMER with UBIMED PRODUCTS of good merchantable quality suitable for distribution hereunder, and will accept for return any UBIMED Defective PRODUCTS which exceed two percent (2%) of product delivered pursuant to any order hereunder, provided CUSTOMER requests such return within ten (10) days after the subject UBIMED PRODUCTS were delivered at CUSTOMER's forwarded. In no event are UBIMED PRODUCTS to be returned without the prior written consent of UBIMED. For avoidance of doubt, it is acknowledged and agreed that, if any UBIMED PRODUCTS delivered to CUSTOMER are Defective, CUSTOMER's sole remedy is to return said UBIMED PRODUCTS to UBIMED as aforesaid. The CUSTOMER's claim should be confirmed by UBIMED's experts who will have conducted a quality-check on the defective PRODUCTS.

In cases of returns for defective PRODUCTS by CUSTOMER, UBIMED shall, at its option, Either replace them or reimburse such PRODUCTS at their value (on the invoice), provided that such price has been effectively paid by the CUSTOMER.

Should UBIMED disapprove of the CUSTOMER's claim, UBIMED shall have a quality-check of its defective PRODUCTS conducted by an independent laboratory, which findings shall be final and binding upon both parties. If such laboratory confirms the CUSTOMER's claim, provisions of the foregoing paragraphs shall be applicable and costs due to the laboratory for its intervention shall be borne by UBIMED. If such laboratory confirms that the defective PRODUCTS are due to the CUSTOMER mishandling, modification or misuse of the PRODUCTS or other negligence or wrongful action by the CUSTOMER, costs due to the laboratory for its intervention shall be borne by the CUSTOMER.

4. Warranty.

HEREOF, UBIMED MAKES NO REPRESENTATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL UBIMED BE LIABLE TO CUSTOMER OR ANY CUSTOMER OF CUSTOMER FOR LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE MANUFACTURE, DISTRIBUTION, SALE OR USE OF ANY OF THE UBIMED PRODUCTS.

5. Storage of PRODUCTS – Procedures

The CUSTOMER shall make sure that the PRODUCTS are adequately stored,

- Temperature Range: +5°C/+45°C
- Humidity: Less than 80%
- Packaging must be protected from light
- Away from toxic products and any type of noxious vapours, or liquids
- No other product stored over the LifeNest™ products
- First in, First out (FIFO)

6. PRODUCT SAFETY NOTIFICATION.

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CUSTOMER shall give immediate written notice to UBIMED of any information, circumstances, or events of which it becomes aware and which (a) indicate any actual or potential danger to consumers arising out of the configuration, formulation, design, materials, or other characteristics of UBIMED PRODUCTS, (b) cause CUSTOMER to withdraw or withhold any of the UBIMED PRODUCTS from the market, or (c) indicate any actual or potential violation of any applicable law, rule, or regulation related to safety of UBIMED PRODUCTS. CUSTOMER agrees to consult with UBIMED regarding actions it will take in response to such information, circumstances, or events.

CUSTOMER must recall any PRODUCTS with potential defect as required by UBIMED or health authorities, in compliance with the instructions given by UBIMED.

7. Freight Policy

7.1. All UBIMED PRODUCTS ordered by CUSTOMER will be sold on a FCA basis (INCOTERMS 2000) from HONG KONG CHINA. Notwithstanding anything to the contrary implied by the FCA shipping term, or by any subsequent shipping instructions from CUSTOMER to UBIMED, UBIMED shall be deemed to have satisfied its shipping obligations when UBIMED has received a Forwarder's Cargo receipt or a Forwarder's Certificate of Receipt ("FCR") indicating that such UBIMED PRODUCTS are ready for CUSTOMER's agent or freight forwarder to arrange, at CUSTOMER's expense, to have such UBIMED PRODUCTS picked up and shipped to the TERRITORY. Without limiting the foregoing, UBIMED specifically reserves the right to change the locations from which UBIMED PRODUCTS will be shipped.

7.2. CUSTOMER will be required to specify a time for and place of delivery and to give UBIMED sufficient notice. CUSTOMER will reimburse UBIMED, on demand, for all storage charges that may accrue if any UBIMED PRODUCTS are not accepted for delivery by CUSTOMER's agent or freight company within the prescribed time period as well as any other costs and fees incurred as a result thereof.

7.3 Time of Shipment. Generally, UBIMED PRODUCTS will be shipped to CUSTOMER within UBIMED's standard shipping windows, but UBIMED will use reasonable efforts to have all ordered UBIMED PRODUCTS available for shipment on or before the shipment date agreed to between UBIMED and CUSTOMER. However; in no event shall UBIMED have any obligation to ship any order or deliver any order for shipment less than one hundred (100) calendar days after such order is accepted and payment is received as set forth in paragraph 1.5.

7.4 Risk of Loss; Insurance.

(i) Title and risk of loss with respect to all UBIMED PRODUCTS purchased pursuant to this Agreement shall pass to CUSTOMER when the UBIMED PRODUCTS are delivered to CUSTOMER's agent or Freight Company.

(ii) CUSTOMER shall, at its cost, insure all UBIMED PRODUCTS commencing immediately when the risk of loss with respect to such UBIMED PRODUCTS has passed to CUSTOMER.

7.5. Revocation of Acceptance. In addition to all customary bases for the revocation of acceptance of orders, such as a breach or other failure of CUSTOMER to perform any of its obligations under this Agreement, changes in financial circumstances and the occurrence of force majeure events, UBIMED shall have the right, at its sole option and without any liability or responsibility to CUSTOMER on account

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thereof, to revoke its acceptance of all or any portion of any order for a UBIMED Product if any of the Contractors fails to produce (or advises UBIMED it will not be able to produce) such UBIMED Product on or before the delivery date specified by UBIMED in its instructions to such Contractor. If an order is accepted by UBIMED and UBIMED thereafter revokes such acceptance as to all or a portion of such order, CUSTOMER shall not be required to pay for the UBIMED Product covered by such order.

8. TRADEMARKS AND INFRINGEMENT.

(a) CUSTOMER acknowledges that, as between UBIMED and CUSTOMER, UBIMED is the owner, in the TERRITORY, of all right, title and interest in and to the Trademarks and all registrations thereof and to all Other Intellectual Property in or associated with the UBIMED PRODUCTS. CUSTOMER will not claim any title, interest or right to use the Trademarks and Other Intellectual Property at any time hereafter except pursuant to, but solely in accordance with, this Agreement. The use of the Trademarks and Other Intellectual Property pursuant to this Agreement shall not vest in CUSTOMER any right or presumptive right to continue such use. In case of the expiration or termination for any reason of this Agreement, CUSTOMER agrees that it will promptly discontinue distribution of UBIMED PRODUCTS and the use of the Trademarks and Other Intellectual Property.

(b) UBIMED is the owner of the goodwill attached and which shall become attached to the Trademarks and the Other Intellectual Property in connection with business and goods in relation to which the same has been, is, or shall be used. Any action by or in connection with this Agreement relating to the Trademarks, (including their registration, use, and ownership), and all uses of the Trademarks and Other Intellectual Property by CUSTOMER shall be deemed to be on behalf of and shall inure to the benefit of UBIMED. CUSTOMER shall not make any enhancement or improvements to the Trademarks or Other Intellectual Property. If, however, it should do so, any such enhancements or improvements, CUSTOMER shall have no rights to the value of the Trademarks or the Other Intellectual Property, or goodwill related thereto, in the TERRITORY or elsewhere and such enhancements or improvements shall be for UBIMED's sole benefit and shall not give rise to any compensation to CUSTOMER. CUSTOMER shall not, at any time, do or permit to be done any act or thing which may in any way adversely affect any rights of UBIMED in and to the Trademarks or any registration or application for registration thereof, or any of the Other Intellectual Property, or which, directly or indirectly, may reduce the value of the Trademarks or any of the Other Intellectual Property or detract from the reputation thereof.

(c) CUSTOMER shall use the Trademarks and the Other Intellectual Property rights in the TERRITORY strictly in compliance with the legal requirements applicable therein and shall use such markings in connection therewith as may be required by applicable legal provisions. CUSTOMER shall cause to appear on all UBIMED PRODUCTS and on all materials on or in connection with which the Trademarks or any Other Intellectual Property rights is used, such legends, markings and notices as may be reasonably necessary in order to give appropriate notice of any trademark, trade name, or Other Intellectual Property rights therein or pertaining thereto.

(d) If any of the Trademarks or Other Intellectual Property is infringed in the TERRITORY, UBIMED shall be entitled, but shall not be obligated, to commence and prosecute, at its own expense, all legal proceedings necessary to protect the Trademarks and Other Intellectual Property and prevent infringement thereof. CUSTOMER shall advise UBIMED immediately of any information which comes to its attention regarding any Trademark or other Intellectual Property infringement. Notwithstanding anything to the contrary herein, CUSTOMER may not take any action with respect to the Trademarks and Other Intellectual Property or the infringement thereof without UBIMED's prior approval.

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(e) To the extent required by the laws, rules or regulations of the TERRITORY, CUSTOMER, at its own expense, shall take such steps as may be required to register or enroll CUSTOMER as a lawful or "registered" user of the Trademarks therein

(g) CUSTOMER shall not use the Trademarks, in whole or in part, as a corporate name, trade name or domain name. CUSTOMER shall not join any name or names with the Trademarks so as to form a new name or trademark.

(h) At UBIMED's request, CUSTOMER shall execute any documents reasonably required by UBIMED to confirm UBIMED's ownership of all rights in and to the Trademarks and the Other Intellectual Property in the TERRITORY or elsewhere, or to confirm the respective rights of UBIMED and CUSTOMER pursuant to this Agreement. CUSTOMER shall cooperate with UBIMED in connection with the filing and prosecution by UBIMED of applications to register the Trademarks or any of the other Intellectual Property rights in the TERRITORY and the maintenance and renewal of such registrations that may issue.

(i) Neither CUSTOMER nor any of its affiliates shall challenge the ownership of, or the validity of, any of the Trademarks, or any of the Other Intellectual Property rights, or any application for registration thereof, or any registration thereof, or any rights of UBIMED therein. Also, neither CUSTOMER nor any of its affiliates shall seek to register any of the Trademarks or any variation or simulation thereof in any jurisdiction for any PRODUCTS or other PRODUCTS. Should any law or regulation of the TERRITORY invest CUSTOMER with any property rights in the Trademarks or any Other Intellectual Property rights, CUSTOMER shall promptly, freely and cooperatively relinquish to UBIMED any and all such rights upon the expiration or sooner termination of this Agreement, at no cost to UBIMED, and shall thereafter refrain from any further use of the Trademarks or any Other Intellectual Property rights. The provisions of this paragraph and CUSTOMER's obligations under this paragraph shall survive the expiration or other termination hereof.

9. Export Controls and Related Regulations

Customer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

10. U.S. Foreign Corrupt Practices Act

CUSTOMER acknowledges that it is an independent contractor and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), a foreign political party or party official, or any candidate for foreign political office in connection with the purchase and resale of the products ordered from UBIMED..

11. Country of Importation and Anti-diversion

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Customer represents that it is purchasing products from UBIMED and importing them to the country specified in the customer and UBIMED documentation. Any form of re-exportation is not permitted.

Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by UBIMED, customer shall provide documentation satisfactory to UBIMED verifying delivery at the designated country. Customer further agrees to inform UBIMED at the time of order of any North American Free Trade Agreement or other special documentation, packaging or product marking or labeling, but UBIMED shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless UBIMED expressly agrees to do so.

12. Permits, Export, and Import Licenses

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

13. FORCE MAJEURE.

If either party's ability to meet its obligations is prevented, restricted or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, epidemics, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government or any other matter which is beyond the reasonable control of such party, then such party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction or interference. Nothing in this Force Majeure clause shall suspend the obligation of any party hereto to pay any monies as and when called for by this Agreement.

13. ARBITRATION; COURT ACTIONS.

(a) Except as specifically set forth in this Agreement, any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations hereunder of the parties hereto (except disputes, controversies and claims relating to or affecting in any way UBIMED's ownership of, or the validity of, the Trademarks or Other Intellectual Property, or any registration or application for registration thereof (hereinafter referred to as "Intellectual Property Disputes")) shall be settled and determined by arbitration in Los Angeles, California USA, before a panel of three arbitrators in accordance with and pursuant to the then existing International Arbitration Rules of the American Arbitration Association. The arbitrators, in their discretion, may award specific performance or injunctive relief (but not punitive damages) and costs and reasonable attorney's fees and expenses to any party in any such arbitration. However, in any arbitration proceeding, the arbitrators may not change, modify or alter any express condition, term or provision hereof, and to that extent the scope of their authority is expressly limited. The arbitration award shall be final and binding upon the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The service of any notice, process, motion or other document in connection with an arbitration under this Agreement, or for the

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enforcement of any arbitration award hereunder, may be effectuated in the same manner that notices may be given under paragraph 29.

(b) Intellectual Property Disputes and other legal actions permitted hereunder (“Court Actions”) shall be brought in the United States District Court of the Southern District of California or the Superior Court in the county of Los Angeles, California, except that UBIMED also may bring an injunctive proceeding or a Court Action for the enforcement of any arbitration award hereunder in any jurisdiction where appropriate by reason of its subject matter. Each of UBIMED and CUSTOMER irrevocably submits to the jurisdiction of said courts and waives any claim or defense of inconvenient forum or lack of personal jurisdiction in such forum under any applicable law, decision, treaty or otherwise. In making the foregoing submission to jurisdiction, CUSTOMER expressly waives the benefit of any contrary provision of the laws of jurisdiction of its incorporation or where it is doing business. Service of any notice, process, motion or other document in connection with a Court Action may be made in the same manner that notices may be given under paragraph 29. The provisions of this paragraph 30(b) relating to CUSTOMER are included in this Agreement solely at the request of UBIMED in order to afford UBIMED more security and not for the purpose of permitting CUSTOMER to escape or avoid any laws, rules or regulations of the TERRITORY or any other applicable jurisdiction applicable to CUSTOMER.

14. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of California, U.S.A. without regard to the conflict of law principles of such province or any other jurisdiction. The English version of this Agreement and the English language shall govern the interpretation and meanings of all words and phrases used herein. The parties consent to the exclusive jurisdiction of the courts located in Los Angeles, California for any dispute arising out of this agreement, and hereby waives any objection that such party may have to venue of any such proceeding and any claim or defense of inconvenient forum. California Law shall govern the interpretation and the enforcement of this agreement.

The Hague Convention and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the construction or interpretation of this Agreement or affect any of its provisions.

15. WAIVER.

The failure of any party to enforce at any time any provision of this Agreement, or to enforce any rights, or to make any elections hereunder, shall not be deemed a waiver of such provisions, rights or elections.

16. HEADINGS.

The headings of the various clauses of this Agreement have been inserted for convenient reference only, and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

17. No Third Party Benefit

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.



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18. SEVERABILITY.

Should any provision of this Agreement be invalid or in conflict with any present or future requirement of law applicable thereto, such provision alone shall become inoperative and the rights of the parties hereto shall in no manner be prejudiced by reason of the inclusion thereof in this Agreement.

19. Modification of Terms

UBIMED's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's receipt of UBIMED's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of UBIMED's terms and conditions by customer shall be binding upon UBIMED, unless agreed to in writing by an authorized representative of UBIMED. If a purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in UBIMED's acknowledgment, UBIMED's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by UBIMED of any of the terms and conditions contained herein or in UBIMED's acknowledgment.
