

As a worldwide acknowledged manufacturer and distributor of high-end healthcare and lifestyle products, medi is very diligent and sensitive with respect to any such characteristics that become relevant in the context of advertising, displaying and selling its products. Further it is of great importance for medi's international business to have stable and transparent pricing, delivery and service structures.

Therefore the distribution of medi-products is subject to the following terms and conditions:

1. Definitions:

For the purposes of interpreting this Policy, the following terms shall have the meaning as respectively indicated:

- a) **"Dealer"** means, such individual or legal person purchasing products from medi and offering and/or selling those products in the market.
- b) **"Customer"** means any such individual or legal entity purchasing Products from Dealer.
- c) **"End-Consumer"** any natural person (usually a patient) that purchases a Product for the personal, non-commercial use.
- d) **"medi"** means collectively or singularly, the German headquarter of medi GmbH & Co.KG inclusive of any companies pertaining to the medi company-group.
- e) **"Product"** means any item manufactured and/or distributed by medi.
- f) **"Distribution" or "to distribute"** means the sale and advertisement of Products with any legally permitted method.
- g) **"Online-Distribution"** means the advertisement, display and/or sale of Products over the Internet (like e.g. self-operated online stores, sales-networks, third party platforms or any other method available now or in future).
- h) **"Offline-Distribution"**: means the advertisement, display and/or sale of Products in a tangible shop environment and/or in any other environment where the individuals involved in the commercial activity interact face to face with each other.
- i) **"Policy"**: The Terms and Conditions contemplated in this document.
- j) **"Product-List"**: A document that may be renewed from time to time and issued by medi to Dealers determining medi's Products together with further particulars as may be related to such Products.
- k) **"Price-Indication"**: A document that may be renewed from time to time and issued by medi to Dealers indicating medi's reasonable, non-binding assessment regarding the sale of certain Products to the end-consumer.
- l) **"Special Product"** Such Product that by law, by nature and/or by its product-description (e.g. user manual) requires a specific fitting, control-measuring, adjustment or whatever other modification in the immediate presence of the patient to suit the Product to his needs. A list of Special Products is attached to this Policy.
- m) **"Territory"**: The country in which the Dealer has his registered headquarter.
- n) **"EU"**: Such countries being a member of the European Union or that have contractually adopted any EU regulations regarding the free trade and sale of goods.

2. General Guidelines:

- a) Whenever an individual written Agreement between Dealer and medi currently exists or will be established in the future, the contents of this Policy shall enhance such Agreement, provided however that in case of ambiguities, the contents of such Agreement shall prevail over this Policy.
- b) Each Dealer is entitled to sell on a non-exclusive basis, any such Products he has directly acquired from medi only in compliance with the product related descriptions issued by medi and correct (brand-) name(s). Unless otherwise permitted by mandatory EU-law Dealer shall only sell within the Territory. Although medi does not oppose applicable EU-regulations, medi nevertheless strongly recommends for brand-strategic purposes to maintain shipping within the Territory.
- c) Any prices ascribed to any Product, whether by means of a Product-List

or a Retail-Price-Indication are only meant to serve as guidance for Customers or Dealers in case of doubts. In no event whatsoever is any such price declaration meant to have a binding effect upon Customers or Dealers. Consequently, each Dealer is free to determine his sales-price or retail price for each Product in his free discretion.

- d) The sale of Special Products is only permitted where Dealer immediately interacts with the patient. In no event whatsoever shall Dealer sell Special Products online and medi waives any liability that may arise from any wrongful sale of Special Products.
- e) Dealer shall always offer, advertise and display the Products so, that they appear as those of a premium brand. Generally, the Products shall always be promoted through their unique features, advantages and added-value(s) rather than by price-reductions. Unless for specific, time-limited promotions, Dealer shall seek to avoid terms such as e.g. "cheap", "excess", or "liquidation".
- f) Dealer shall not actively promote the Products outside of the Territory.
- g) Any sales-related activities are subject to Dealer's regular course of business and the general and common rules that the market or its customers would reasonably expect from a due and diligent businessman.
- h) Dealer shall always have at least a physical street address, an adequate email address and a land-line telephone number for its customers.
- i) Dealer shall adhere to and comply with all regulations, statutes and rules applicable to conducting his business.
- j) For the sole purpose of distributing medi products Dealer shall adhere to medi's Trademark & Marketing Material Policy. No particular licenses or other rights are granted or transferred by means of this document.

3. Online Distribution

The Online Distribution of Products shall be additionally subject to the following:

- a) Whenever the Online-Distribution over certain sales-platforms requires medi's authorization, medi reserves the right to give or withhold such authorization in its sole free discretion. Any required authorization must be given in writing.
- b) The Online-Distribution conditions apply regardless, whether the online shop is operated by the Dealer itself or whether the online shop is operated by any third party like e.g. Trade Partners or sales platforms, like Amazon, Ebay, JD, T-mall etc. (hereafter collectively the "Partner(s)"). With respect to any third parties whom the Dealer involves in his sales activities, the Dealer shall subject those parties to these terms and conditions and have them comply as if they themselves were the Dealer.
- c) The Dealer's websites must be compliant with all applicable provisions to lawfully advertise online products and execute any related Online-Distribution with applicable payment and delivery for the Customer(s).
- d) Dealer shall make available on his websites a well-placed and easily accessible reference to its Customer service department, allowing each Customer to quickly contact the service department via land-line phone email or a chat function, all in accordance with the applicable standards in the market.
- e) A land-line telephone hotline for Customers shall be accessible in compliance with such opening hours as are common standard in the market.
- f) The domain of the Dealer's shop shall contain Dealer's name.
- g) The homepage(s) of the Dealer's website, accessible under the approved



domain name(s) must specify and display Medi's brand names and logos in accordance with any rules therefore established by medi and applicable legal requirements.

- h) Any Products offered on the Dealer's website must show Medi's brand name(s) and logo together with the original name, and a thorough description of the Product, along with respective photo and/or video-material and the packaging, all in accordance with good standards in the market for premium-products and as previously approved in writing by medi, unless medi has itself provided the information before.
- i) All websites must be kept up to date. A clear final price must be prominently shown for each Product.
- j) The display of crossed out higher prices is only permitted when related to specific one-time or periodical occasions but not as a generally applied long-term promotion concept.
- k) The Dealer must specify its terms of delivery and other conditions in a clear and comprehensible manner.
- l) The handling of inquiries, orders and the dispatch of Products must reflect the premium brand image and the excellent reputation of the Products.
- m) The Dealer shall ensure that chat or telephone inquiries to the customer service department are answered quickly and clearly by trained personnel.
- n) Dealers personnel shall be qualified to specifically identify the customer's needs and to transmit the various use-applications in the context of the applicable product-portfolio.
- o) On its authorized websites, the Dealer shall only advertise the Products included in its current assortment range, and available for immediate delivery.
- p) Marketing activities must reflect the premium brand image of the Products. Any advertising in an inappropriate manner (e.g. erotic, pornographic, political context etc.) is prohibited.
- q) Unless issued by End-Consumers within the EU, any orders may only be served and shipped to a Customer's address within the Territory.
- r) Unless issued by End-consumers within the EU, any order, requiring shipment outside of the Territory shall be directed to medi's homepage, where he will obtain information, where to obtain the ordered Products for the respective shipping-address.
- s) Shipments will only be delivered to pre-approved ship-to locations. Dealer shall not make any drop-ship commitments and medi will not drop ship for Internet accounts.
- t) By ordering Products from medi, Dealer agrees to comply with the terms and conditions of this Policy and to ensure that it's staff and/or any third party involved in Dealer's business shall adhere to this Policy as well.

If you have any questions about the Commercial Policy, please contact commercialpolicy@medi.de.