

EMEA Distribution Agreement (Medical Devices)

Contract ID: GDA-NMD-EMD-2025-002
Effective Date: 15 October 2025
Supplier: Northwind Medical Devices, LLC, a Massachusetts limited liability company ("Supplier").
Distributor: EuroMed Distribution GmbH, a company organized under the laws of Germany ("Distributor").

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1. Appointment and Territory

- 1.1 Supplier appoints Distributor as its non-exclusive distributor of the Products in the **EU/EEA and Switzerland** (the "**Territory**").
- 1.2 Distributor purchases for resale in its own name and at its own risk.

2. Term

2.1 Initial term is three (3) years with automatic one-year renewals absent notice ninety (90) days before expiry.

3. Orders; Forecasts

3.1 Distributor shall provide 90-day rolling forecasts; POs are binding when accepted by Supplier.

3.2 Supplier may allocate supply during shortages in a fair and reasonable manner.

4. Prices; Currency; Taxes

4.1 Prices are as stated in Supplier's price list or **Schedule A**, quoted in EUR ex-works and exclusive of VAT.

4.2 Distributor is responsible for all taxes, duties and fees in the Territory.

5. Delivery; Incoterms

5.1 Default delivery term is **EXW Boston, USA (Incoterms 2020)**.

5.2 Title and risk pass to Distributor at Supplier's dock. Distributor arranges export, freight and import formalities.

6. Tariffs, Duties and Import Charges

6.1 Distributor is **Importer-of-Record** and responsible for all import duties, tariffs (including any EU retaliatory or safeguard duties), customs brokerage and VAT in the Territory.

6.2 Baseline EU duty rates for each HS code are recorded in **Schedule A** for analytics and benchmarking purposes only.

7. Change in Law; Repricing Mechanism

7.1 If a Change in Law introduces or increases tariffs applicable to US-origin Products in the Territory resulting in a **composite duty increase $\geq 8\%$** for three (3) consecutive calendar months, either party may request good-faith repricing.

7.2 If no agreement is reached within thirty (30) days, Distributor may reduce its twelve-month forecast by up to **30%** without penalty, or Supplier may terminate the affected Product line upon sixty (60) days' notice.

8. Compliance (Medical/Trade)

8.1 Distributor shall obtain and maintain CE marking, registrations and language labeling required for the Products.

8.2 Each party shall comply with export control and sanctions laws, and not sell to restricted parties.

9. Warranties; Recalls

- 9.1 Supplier warrants the Products for twelve (12) months from delivery.
- 9.2 In the event of a recall mandated by a competent authority, the parties will cooperate; direct recall costs will be borne by the party at fault.

10. Limitation of Liability

- 10.1 Neither party is liable for indirect or consequential damages, except as prohibited by law.

11. Confidentiality

- 11.1 Business and technical information exchanged is Confidential Information; the receiving party will protect it with reasonable care for five (5) years.

12. Governing Law; Disputes

- 12.1 This Agreement is governed by German law.
- 12.2 Disputes shall be resolved by the courts of Munich, Germany, or, at Supplier’s option, by arbitration under the DIS Rules in Munich, in English.

13. Notices; Miscellaneous

- 13.1 Notices in writing to the addresses on the signature page. No assignment without the other party’s consent, not unreasonably withheld.

Schedule A – Products; HS Codes; Baseline Duty

Product Code	Description	HS Code	Origin	Baseline EU Duty	List Price (EUR)
NMD-KIT-100	Diagnostic kit	9018.90	US	0%	320.00
NMD-SENS-45	Pressure sensor	9026.20	US	2.2%	58.00
NMD-CABLE-EU	Patient cable	8544.42	US	3.5%	18.50

Importer-of-Record: Distributor.

Incoterm: EXW Boston, Incoterms 2020.