

## Standard Terms and Conditions of Sale of Imedos Health GmbH

### 1. General

1.1 For legal transactions and legal acts with Imedos Health GmbH, Tatzendpromenade 2A, 07745 Jena (hereinafter referred to as "Seller") the following Standard Terms and Conditions apply. Terms and conditions of the Buyer that deviate from these Terms and Conditions shall not apply. Counter-confirmations of the Buyer with reference to its own terms and conditions of business or purchase are expressly rejected. Any deviations from this require written confirmation by the Seller.

A consumer within the meaning of the following provisions is any natural person who concludes a legal transaction for a purpose which can be attributed to neither their commercial nor their independent professional activity.

The Seller's offer is aimed exclusively at companies/entrepreneurs. The Seller does not conduct any business with consumers. Offers by consumers shall always be deemed to have been rejected.

1.2 The assignment of claims against us to third parties is excluded. Section 354 a of the German Commercial Code (HGB) shall remain unaffected.

1.3 The sale, resale and disposition of goods and services, including any associated technology or documentation, may be governed by German, EU, US export control legislation and, if applicable, the export control legislation of other countries. Resale to embargoed countries or embargoed persons, or to persons who use or may use the goods or services for military purposes, for NBC weapons or for nuclear technology is subject to official approval. By placing an order, the customer declares conformity with such laws and regulations and that the goods and services will not be supplied directly or indirectly to countries that prohibit or restrict the import of these goods. The customer declares that it has obtained all necessary permits for export or import.

### 2. Information, advice, conclusion of contract

2.1 Information and advice in connection with our goods and services is provided on the basis of our experience to date. The specifications stated in this connection, and particularly performance data, are average values established in tests under normal laboratory conditions. We cannot assume any obligation for exact compliance with the specifications and possible applications. Section 10 of these Terms and Conditions shall apply to any liability.

2.2 The contractual language is German. The full text of the contract is not stored by the Seller. You can make your price enquiries verbally, by email, telephone, fax or post. The Seller will then make you an appropriate offer. All offers are subject to change. All information, illustrations, drawings and other documents submitted with the offer remain the property of the Seller and must not be made accessible to third parties without permission.

### 3. Prices

3.1 Only the prices quoted in our order acknowledgement shall apply. Any additional services will be charged separately.

3.2 All prices are net prices excluding value added tax, which the customer has to pay additionally at the applicable statutory rate.

3.3 Unless otherwise expressly agreed, our prices are quoted ex works Jena. The customer shall additionally bear freight costs, packaging costs over and above the customary packaging, taxes, levies and customs duties.

### 4. Delivery

4.1 Unless otherwise expressly agreed, we deliver ex works in Jena.

4.2 Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall commence on the date of our order acknowledgement, but not before all details of the order have been unequivocally clarified and any necessary certificates have been provided. If the goods cannot be dispatched on time through no fault of our own, compliance with the delivery period shall be considered to have been met upon timely notification that the order is ready for dispatch. Confirmed delivery periods are also estimates. If delivery periods are exceeded by 5 days, they are deemed to be within the time limit.

4.3 With respect to delivery periods and dates which are not expressly defined as fixed in the order acknowledgement, the customer may set us an adequate grace period for delivery/performance two weeks after expiry of such a delivery period or date. We may only be deemed to be in default after expiry of such a grace period.

4.4 Delivery periods and dates shall be extended by the period of time during which the customer fails to meet its obligations towards us, without prejudice to our rights arising from any default on the part of the customer. In the event of a breach of duty by us, we shall only be liable for damage or loss in accordance with section 10 of these Terms and Conditions.

4.5 We reserve the right to carry out delivery using our own delivery organisation.

4.6 We are entitled to make partial deliveries and render partial services if this is reasonable for the customer.

4.7 The customer is entitled to withdraw from the contract after two unsuccessful grace periods unless the obstacle to delivery is only temporary and the postponement of the delivery date is reasonable for the customer.

4.8 If the customer is entitled to a contractual or statutory right of withdrawal and we set the customer a reasonable deadline to exercise it, the right of withdrawal shall expire if the withdrawal is not declared before the deadline expires.

#### 5. Dispatch, passing of risk

5.1 Unless otherwise expressly agreed, dispatch and transport shall be at the customer's risk. The risk shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport.

5.2 If shipment of the goods is delayed for reasons attributable to the customer, the risk of accidental deterioration and accidental loss shall pass to the customer upon notification of readiness for shipment. Storage costs after the transfer of risk shall be borne by the customer. Further claims remain unaffected.

5.3 If the customer is in default of acceptance, we are entitled to demand reimbursement of the expenses we incur; upon occurrence of default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the customer.

#### 6. Payment

6.1 Timeliness of payment shall be determined by receipt of the funds. Bills and cheques count as payment only after they have been honoured, and they are accepted without any obligation of timely presentation and protest.

6.2 We are entitled to charge interest on arrears once payment is late - as from the due date, if you are a merchant - at a rate of 8 (for consumers 5) percentage points above the respective base rate p.a., without prejudice to the possibility of claiming higher actual damage.

6.3 Withholding of payment due to, or offsetting against, counterclaims by the customer is only permissible if these counterclaims are undisputed or have been finally established in law.

6.4 All our claims shall become due immediately, regardless of the term of any accepted and credited bills of exchange, in the event of payment default, protest of a bill of exchange or cessation of payment by the customer. In all the aforementioned cases, we are also entitled to make any outstanding deliveries only against advance payment or provision of security and, if the advance payment or security is not provided within two weeks, to withdraw from the contract without setting a new deadline. Further claims remain unaffected.

#### 7. Reservation of title

7.1 All goods supplied remain our property (reserved goods) until all claims arising from the legal relationship on which the delivery is based, and irrespective of their legal basis, have been fulfilled.

7.2 If the reserved goods are processed, combined or blended with other goods by the customer, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the reserved goods relative to the value of the other goods used. If our ownership lapses due to processing, combining or blending, the customer shall hereby transfer the ownership rights to which it is entitled to the new stock or item to the extent of the invoice value of the reserved goods and shall hold them in safe custody for us free of charge. The co-ownership rights arising hereunder shall be deemed reserved goods within the meaning of section 7.1.

7.3 The customer is only entitled to further process the reserved goods, combine or blend them with other items or resell them within the scope of the proper course of business, and as long as it is not in default. Any other disposal of the reserved goods is not permitted. We shall be immediately notified of any seizure or other action against the reserved goods by a third party. All intervention costs shall be borne by the customer unless they can be recovered from the third party. If the customer allows its buyer to defer payment of the purchase price, it shall reserve title to the reserved goods in relation to the latter on the same conditions under which we reserved title on delivery of the reserved goods. Otherwise the customer is not authorised to resell the goods.

7.4 The customer's claims arising from the resale of the reserved goods shall hereby be assigned to us. They shall serve as security to the same extent as the reserved goods. The customer is only entitled and authorised to resell the goods if it is ensured that the claims to which it is entitled as a result are transferred to us.

7.5 If the reserved goods are sold by the customer together with other goods not supplied by us for a total price, the assignment of the claim from the sale shall be in the amount of the invoice value of our sold reserved goods in each case.

7.6 If the assigned claim is included in a current account, the customer shall hereby assign to us a part of the balance corresponding to the amount of this claim, including the closing balance of the current account.

7.7 The customer is authorised to collect the claims assigned to us subject to our revocation. We are entitled to revoke the authorisation if the customer fails to duly comply with its payment obligations arising from the business relationship with us. If the conditions for exercising the right of revocation are met, the customer shall, at our request, immediately disclose to us the claims assigned and their debtors, provide us with all the information required to collect the claims, hand over to us the relevant documents and notify the debtor of the assignment. We are also entitled to give notice of assignment to the debtor ourselves.

7.8 If the value of the security we hold exceeds the secured claims by more than fifty (50) percent in total, we shall be obliged to release security at our discretion if so requested by the customer.

7.9 If we assert reservation of title, it shall only be deemed withdrawal from the contract if we expressly declare this in writing. The customer's right to possession of the reserved goods shall expire if it fails to meet its obligations under this contract.

## 8. Software rights

8.1 All programs remain our property. Programs, documentation and subsequent additions must not be made accessible to third parties without our prior written consent and must not be copied or duplicated in any other way - even for the customer's own purposes, with the exception of a back-up copy.

8.2 A non-exclusive and non-transferable right to use programs, the relevant documentation and subsequent additions shall be granted for internal operation of the products for which programs are supplied. For programs and documentation which are produced on behalf of the buyer and represent our delivery, the buyer shall be granted the requested number of individual licences for end customers to the extent of a non-exclusive and non-transferable right of use.

8.3 As a rule, source programs shall not be made available and shall only be provided on the basis of a separate written agreement.

## 9. Warranty

9.1 The Seller itself does not provide a warranty. Any third-party manufacturer's warranties shall remain unaffected by this declaration. The statutory liability for defects and warranty regulations apply. By way of derogation, the following shall apply: Only the information provided by the Seller and any product description by the manufacturer shall form the basis for the contractually agreed quality.

9.2 You are obliged to inspect the goods without delay and with the required care for quality and quantity deviations and to report any obvious defects to the Seller in writing within 7 days of delivery of the goods. Timely dispatch is sufficient to meet the deadline. If you do not comply with this obligation, the assertion of warranty claims shall be deemed excluded.

## 10. Limitation of liability

The Seller shall only be liable for gross negligence and intent. Damage caused by computer failures and transmission disruptions when sending emails or by computer viruses shall not be classified as gross negligence. The Seller shall take precautions against this in the form of suitable anti-virus software.

Liability for simple negligence applies exclusively in the event of a breach of principal obligations. The Seller's obligation to pay compensation shall be limited to € 5,000.00 unless a higher amount is agreed separately in writing (achievement of the purpose of the contract is jeopardised). However, in the event of a slightly negligent breach of an essential contractual obligation, our liability shall be limited to the contractually typical damage foreseeable when the contract is concluded.

## 11. Industrial property rights, copyrights

11.1 In the event of claims being made against the customer for infringement of an industrial property right or copyright as a result of using our goods/service in the contractually agreed way, we undertake to procure the right to further use for the customer. This is subject to the customer informing us without

delay in writing of such third-party claims, and we reserve the right to take all defensive and extra-judicial measures. If, under these circumstances, further use of our goods/service is not possible on a commercially acceptable basis, it is agreed that we shall, at our discretion, either modify or replace the goods/service to rectify the defect of title or take back the goods/service and refund the purchase price paid to us less an amount to take into account the age of the goods/service.

11.2 The customer is not entitled to make any further claims for industrial property right or copyright infringements unless essential contractual obligations have been breached or a breach of other contractual obligations was either intentional or grossly negligent. We have no obligations pursuant to section 11.1 if legal infringements are caused by our goods/service not being used in the contractually agreed manner or being used together with goods/services other than ours.

## 12. Disposal

12.1 The customer shall comply with the accompanying information when disposing of the goods and ensure that the goods specified on the delivery note are properly disposed of in accordance with the statutory provisions. In the event of disposal, proof of disposal must be sent to us without delay.

12.2 If the customer is an entrepreneur, it is obliged to carry out disposal at its own expense. When reselling the goods or parts of the goods, the customer shall transfer this obligation to the next buyer. If the customer is a consumer, the statutory provisions apply with regard to disposal.

## 13. Reporting obligations, resale

13.1 The customer is obliged to notify us immediately of any incidents or near incidents involving our products, regardless of whether they have to be reported to the authorities under the applicable regulations for medical devices.

13.2 The customer shall notify us immediately of any resale or other passing-on of our products, naming the buyer or recipient, or shall ensure by other suitable measures that we can obtain information on the whereabouts of our products at any time.

13.3 In the event of the resale of our products, the customer shall take appropriate measures to ensure that all the applicable statutory provisions, in particular those for medical devices, are observed during and after the sale.

## 14. Confidentiality

14.1 Unless otherwise expressly agreed in writing, the information submitted to us in connection with orders is not deemed confidential unless confidentiality is obvious.

14.2 We would point out that we store personal data connected with our business relationship with you and also send this data to companies affiliated to us in the group.

## 15. Other provisions

15.1 The place of performance for all services is Jena. If you are a merchant, the place of jurisdiction is Jena. However, we are entitled to also institute legal proceedings against you at your place of business.

15.2 The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of German private international law.

15.3 Should individual clauses of these Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall renegotiate the relevant positions in this case.