

# General Terms and Conditions (GTC) of Belimed AG

## 1. Scope of application and validity

- 1.1. These General Terms and Conditions (the "GTC") govern the contractual relationship between the customer and the Belimed company that concludes the contract with the customer ("Belimed").
- 1.2. The GTC apply to product contracts, i.e. the delivery of products including installation services (the "Products") and to service contracts, i.e. the provision of services (the "Services"). They apply to all products and services (the "Services") that the customer purchases from Belimed, without reference having to be made to them in individual cases. The customer's general terms and conditions are excluded.
- 1.3. The GTC replace all previous agreements, assurances, discussions or negotiations, regardless of whether these were made in writing, orally, by tests or samples or in any other way.

## 2. Conclusion of contract and contract components

- 2.1. Offers from Belimed are valid for 30 days, unless the offer specifies a different period of validity.
- 2.2. A contract (the "Contract") is concluded as follows:
  - a) either by accepting an offer from Belimed or
  - b) in the case of orders without a prior offer, by Belimed issuing an order confirmation or
  - c) by signing a contract document on both sides (incl. DocuSign).
- 2.3. If an official permit is required for the provision of services by Belimed, the contract shall only enter into force once the permit has been granted, unless otherwise agreed in the contract.
- 2.4. Details in plans, drawings and technical documents are only binding if expressly referred to in the contract. Information in brochures and catalogues is for guidance only and is not binding.
- 2.5. Quotations and project documents are confidential and may not be passed on to third parties by the customer without the consent of Belimed.
- 2.6. A contract concluded in accordance with section 2.2 takes precedence over the GTC.

## 3. Services from Belimed

- 3.1. Belimed's services are listed in the contract.
- 3.2. The following services are NOT part of the contract, unless expressly included:
  - Inserts due to soiling or calcification,
  - Additional work and testing of sterilisation chambers or steam generators subject to mandatory testing, which are ordered by external institutions,
  - Repairs due to non-compliance with raw and feed water qualities,
  - Maintenance and repairs to accessories, load carriers and transfer carts,
  - Uses due to change in process chemistry,

- Maintenance, troubleshooting, or replacement of components and wear parts not supplied and/or installed by Belimed,
- Qualifications following process changes or technical adjustments,
- Requalification for special reasons,
- Conversions,
- Training courses,
- Software updates,
- Modifications or retrofits,
- Operating errors (e.g. overloading, incorrect operation, improper handling),
- Force majeure,
- Line faults or chamber welding.

3.3. Maintenance and/or repairs are carried out during the following business hours, excluding public holidays at Belimed's headquarters, unless otherwise agreed. Work carried out at the customer's request outside the specified business hours is subject to a charge, including a surcharge in accordance with the currently valid price list.

Land		Local Working Time
Switzerland	Monday to Friday	08:00 – 17:00
Germany		08:00 – 17:00
Austria		07:30 – 17:00
Netherlands		08:00 – 16:30
France		08:00 – 18:00
United Kingdom		08:30 – 17:00
Slovenia		07:00 – 16:00

## 4. Obligations of the customer

- 4.1. As a prerequisite for claims arising from the contractual scope of services, the customer must create the conditions in good time to enable Belimed to perform the services. This includes in particular the obligations set out in sections 4.3–4.6.
- 4.2. If the customer does not fulfil its obligations, Belimed may withdraw from the contract after setting a grace period in writing and demand compensation (including compensation for loss of profit).

### Obligations of the customer when purchasing services

#### 4.3. Access

The customer shall ensure Belimed's access to the operating site and, if applicable, the device as well as the provision of the building infrastructure such as electricity, water, steam, IT network, etc. and (if required) cleaning agents and disinfectants of the required quality in accordance with Belimed's technical specifications.

The appliances must be in working order at the start of the work and must be cold (for sterilizers or heat exchangers, this means that they have not been in use for at least four hours).

If Belimed is unable to start work immediately after arrival, Belimed will invoice the waiting time (from a waiting time of 0.5 hours) separately.

#### 4.4. Regular maintenance by the customer

The customer (user) is responsible for carrying out such maintenance work on products that are required at short, regular intervals and can be carried out without special knowledge and tools (e.g. visual inspections of spray systems, door seals and cleaning of filter screens) in accordance with the operating instructions.

#### 4.5. Maintenance obligations of the customer

The devices must be maintained by the customer in accordance with Belimed's instructions, and repairs and maintenance may only be carried out by certified personnel and using original spare parts (OEM) from Belimed. Reports on all work carried out, including work carried out by unauthorised persons, must be entered in the medical device book.

#### 4.6. Remote maintenance

The customer agrees to the installation of software (in particular SmartHub Connect and SmartHub Orbit) on the products and systems and undertakes to support the installation of software. In particular, the customer undertakes to complete the relevant questionnaires from Belimed (e.g. the "SmartHub Application Configuration Questionnaire") completely and truthfully, to grant Belimed access to the devices and systems for the installation of software, and not to do anything that could impair the functioning of the software. By signing this contract, the customer agrees that data about the systems and devices may be transferred to the cloud through the installation of software and that Belimed Remote may have access to the data processed by the software.

## 5. **Dates**

5.1. Deadlines and delivery periods are merely approximate unless they are expressly designated as binding in the contract.

5.2. If necessary, the deadlines and delivery periods shall be extended to a reasonable extent if obstacles arise that Belimed cannot avert despite exercising due care. This includes, in particular, the failure to obtain permits, the imposition of government import restrictions and similar measures as well as force majeure.

## 6. **Prices**

6.1. The customer shall pay the price specified in the contract for the services.

6.2. Services shall be remunerated on a time and material basis at Belimed's applicable rates, unless otherwise agreed in the contract.

6.3. Unless otherwise agreed, all prices for products are net EXW (Incoterms 2020), excluding insurance, packaging, handling, unloading, and without any discounts or deductions.

6.4. Belimed reserves the right to adjust the offer and prices in the event of changes to the agreed delivery periods and dates by the customer.

## 7. **Adjustment for inflation**

### 7.1. For products

If Belimed's costs increase after conclusion of the contract and before delivery of the products, e.g. for raw materials, wages, energy, public charges or other costs beyond Belimed's control, Belimed reserves the right to impose one or more surcharges on the price to compensate for this increase.

## 7.2. For services

During the term of this Agreement, unless otherwise agreed, both parties have the option to review and amend the prices for Services in the event of a hyperinflation event. A hyperinflation event would be triggered if there is an extraordinary price increase in the country in which Belimed is domiciled compared to the previous year using the index listed below as a benchmark. If inflation in Belimed's country of domicile exceeds 3% in any 12-month period during the term of this agreement, both parties agree to a price adjustment of no less than 3% to compensate for the additional costs incurred. The contractually agreed price adjustment in this scenario may not exceed the inflation rate.

Registered office Belimed	Index	Defining organisation
Switzerland	National consumer price index	Federal Statistical Office
Germany	Index of producer prices of industrial products (domestic sales) – Table 61241-01. Ser. No. 610: Reparatur, Instandhaltung und Installation von Maschinen und Ausrüstungen (einschl. Wartung)	Federal Statistical Office
Austria	Consumer Price Index (CPI)	Statistics Austria
The Netherlands	NZa Index	Nederlandse Zorgautoriteit (NZ)
France	L'indice du coût horaire du travail révisé – Tous salariés (ICHTrev-TS)	Institut national de la statistique et des études économiques (Insee)
United Kingdom	Consumer Price Index (CPI)	Office for National Statistics (ONS)

## 8. Invoicing and payment

- 8.1. Payments shall be made at Belimed's domicile without deduction of discounts, expenses, duties, taxes, fees and customs duties and the like.
- 8.2. Customer is liable for the payment of all taxes, however designated, including but not limited to state or local sales, use and property taxes. The customer agrees to pay the amount invoiced by Belimed to the customer for such taxes. If the customer claims to be exempt from taxes, the customer must provide Belimed with written proof of tax exemption that is reasonable for Belimed. The customer undertakes to indemnify and hold Belimed harmless for any tax liabilities in connection with the contract.
- 8.3. Invoices from Belimed shall be payable within 30 days of the invoice date (unless otherwise agreed), either in the form of lump-sum payments, partial payments (% fulfilled), or upon delivery of the equipment to the operating site or provision of services. If this deadline is exceeded, the customer shall be in default of payment without further reminder and shall owe penalties (default interest of 8% per year, credit freeze, and no further work or deliveries).

- 8.4. For the agreed services, Belimed shall invoice the customer for the prices, including ancillary costs (travel costs, travel and accommodation costs) as listed under the contractually agreed conditions.
- 8.5. Belimed services not covered by the scope of services will be invoiced according to actual expenditure at Belimed's currently valid rates in addition to the flat rate for travel and expenses.
- 8.6. The payment deadlines must also be met if shipment, transportation and any assembly or commissioning are delayed for reasons for which Belimed is not responsible.
- 8.7. These terms of payment may be changed unilaterally at any time if Belimed believes that the customer's financial situation justifies this.
- 8.8. If the customer is in arrears with a payment or if Belimed must fear that the customer will not settle payments, Belimed shall be entitled, without prejudice to Belimed's other claims, to suspend further performance of the contract or to withhold deliveries until new payment and delivery terms or securities have been agreed. If no agreement can be reached in this respect within a reasonable period of time, Belimed may withdraw from the contract and demand compensation (including compensation for loss of profit).

## **9. Retention of title**

- 9.1. Belimed remains the owner of the products until the customer has paid in full. As long as this retention of title exists, the customer may not sell, encumber or otherwise dispose of the products.
- 9.2. The customer shall be obliged to cooperate in measures required to protect Belimed's property; in particular, the customer authorises Belimed to enter a reservation of title in the public registers at the customer's registered office. The costs incurred shall be borne by the customer.

## **10. Transfer of risk and place of performance**

- 10.1. The transfer of risk shall take place in accordance with the agreement in the contract between the customer and Belimed.
- 10.2. If shipment of the products is delayed at the customer's request or for other reasons for which Belimed is not responsible, the risk shall pass to the customer at the time originally intended. From this point onwards, products are stored at the customer's expense and risk.
- 10.3. Unless otherwise agreed, the place of performance for services shall be the registered office of Belimed.

## **11. Transportation and insurance**

- 11.1. The products are transported at the customer's expense and risk.
- 11.2. Insurance against damage of any kind is the responsibility of the customer.
- 11.3. Belimed must be notified in good time of any special requests regarding shipment, transportation and insurance of the products.
- 11.4. Complaints by the customer in connection with the shipment or transportation of the products must be addressed by the customer to the last carrier immediately upon receipt of the delivery or the freight documents.

## **12. Changes in performance**

- 12.1. Both parties can request changes to the benefits. If such changes result in additional costs or expenses, Belimed reserves the right to invoice the additional work at the current prices and the customer shall compensate Belimed accordingly.
- 12.2. The dates (visits per year) under service contracts were calculated and agreed on the basis of known device usage (cycles per year) at the time the contract was signed. If the use of the equipment changes during the term of the contract, Belimed has the right to adjust the dates (visits per year) and to unilaterally change/adjust the contract costs and fees accordingly.

## **13. Testing and acceptance**

- 13.1. Belimed checks products as far as usual before dispatch. If the customer requests further tests, these must be agreed separately and paid for by the customer.
- 13.2. The customer shall inspect services immediately after receipt or provision, unless a special inspection period has been agreed.
- 13.3. Any defects must be reported immediately in writing within 10 days. If the customer fails to do so, the services shall be deemed approved.
- 13.4. A special acceptance test shall only be carried out if it is contractually agreed or customary. In this case, the acceptance test must be recorded.
- 13.5. Only defects that significantly impair the use of a product shall entitle the customer to refuse acceptance. Belimed shall be given the opportunity to rectify such defects within a reasonable period of time.
- 13.6. Minor defects shall not entitle the customer to refuse acceptance. However, Belimed must rectify them within the scope of the warranty.
- 13.7. Acceptance is also deemed to have taken place in the following cases:
  - a) if an agreed acceptance test does not take place on the agreed date for reasons for which Belimed is not responsible;
  - b) if the customer refuses acceptance without being entitled to do so;
  - c) if the customer refuses without reason to sign a properly drawn up acceptance report, even though the requirements for acceptance have been met;
  - d) as soon as the customer uses a Belimed product.

## **14. Process validation of products**

- 14.1. The customer is responsible for validating the production processes at the customer's premises in accordance with the applicable regulatory requirements. The customer carries out the necessary performance tests independently. If necessary, Belimed will support the customer in process validation within the framework of a separate service or validation contract.

## **15. Software and intellectual property**

- 15.1. The customer receives the non-exclusive and non-transferable right to use the software for the contractually intended purpose (Belimed SmartHub is excluded from this). Third-party software is subject exclusively to their license terms. Subject to a special written agreement, the right to use the software does not extend to the source code of the software and its independent processing. Copying and decompiling the source code is prohibited.

15.2. The intellectual property in services remains with Belimed.

## 16. Warranty

- 16.1. This clause 15 conclusively regulates Belimed's warranty obligations and the customer's warranty rights. Belimed makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All additional or statutory warranty obligations or warranty rights are excluded insofar as this is permissible under the applicable law. Unless otherwise agreed in writing by the parties, the warranty extends only to the Customer and is not transferable in whole or in part to or assumable by any subsequent purchaser, and any attempt at such transfer shall void all warranties contained herein.
- 16.2. Belimed guarantees that products have the agreed properties and that services are provided with due care.
- 16.3. The warranty is excluded for used products as well as for consumables and wearing parts.
- 16.4. The warranty does not apply
- a) if the product, the component or a (replacement) part was not manufactured by Belimed or is covered by the warranty of another manufacturer;
  - b) if a defect or damage was caused or contributed to by the customer, by third parties or by a fortuitous event or by accident or negligence, in particular in the following cases:
    - in case of unauthorised or improper assembly (if Belimed has not carried it out) of the product or of add-on parts, repairs or modifications,
    - in case of unauthorised or improper use (in particular in cases of non-compliance with the operating instructions, use by untrained or inadequately trained personnel, excessive strain, and use of unsuitable equipment or accessories),
    - omitted or inadequate maintenance,
    - improperly carried out repairs,
    - Use of unsuitable spare parts,
    - chemical or electrolytic influences,
    - unauthorised or improper installation of attachments, repairs, or modifications,
    - normal wear and tear;
    - other misuse or abuse.
- 16.5. The customer must report any defects found to Belimed no later than ten days after discovery of a defect by means of a written warranty claim and immediately take all suitable measures to minimise the damage. Otherwise, warranty claims are excluded.
- 16.6. Unless otherwise specified in the contract, the warranty period for products is 12 months. It begins with the dispatch of the products. If Belimed has undertaken the installation, the warranty period shall commence upon acceptance. If shipment, assembly or acceptance are delayed for reasons for which Belimed is not responsible, the warranty period shall end 18 months after notification of readiness for shipment. The warranty period for Belimed services is six months from the date on which the service was delivered or provided.
- 16.7. The warranty period for rectified defects and spare parts is six months. However, the warranty period shall in any case be a maximum of 18 months from dispatch of the original delivery.

- 16.8. Belimed shall be liable for the repair of defects resulting from normal use during the warranty period and shall not be liable for malfunctions or failures resulting from misuse, neglect, fire, irregular power supply, or modifications by unauthorised persons. Even during the warranty period, preventive maintenance must be carried out in accordance with the machine usage (cycles) and the recommended Belimed guidelines, otherwise the warranty is excluded.
- 16.9. During the warranty period, the customer shall be entitled to rectification of defects, i.e. Belimed shall repair or replace the defective part or the defective service within a reasonable period at its own expense at Belimed's factory or at the customer's location. If Belimed has neither carried out an installation test nor supported the customer in functional testing and if the defective product is not maintained by Belimed, the customer's claim shall be limited to free delivery of the spare parts required for the repair. The replaced parts must be returned to Belimed at Belimed's expense.
- 16.10. Returned spare parts become the property of Belimed.
- 16.11. If Belimed is not in a position to remedy an identified defect, the customer shall be entitled to demand a price reduction corresponding to the reduced value in the case of proven defects after setting a reasonable grace period in writing, or to withdraw from the contract in the case of significant defects which impair the utility value to such an extent that the customer cannot reasonably be expected to accept them.
- 16.12. The customer's warranty rights for third-party products exist exclusively vis-à-vis the third-party manufacturers and are governed by their warranty provisions. Belimed excludes any warranty of its own in this respect. Instead, Belimed shall exercise the warranty rights vis-à-vis the third-party manufacturers in the interests of the customer, insofar as this is expedient and reasonable.

## **17. Maintenance**

- 17.1. The customer shall be responsible for maintenance in accordance with sections 4.4 and 4.5.
- 17.2. Products, especially if they are subject to regulatory requirements, must be maintained in accordance with the requirements defined by Belimed and by qualified personnel using original spare parts (OEM), otherwise any warranty will be void.
- 17.3. The customer may only use original spare parts from Belimed. If other parts are used, the performance of the products cannot be guaranteed and the warranty is excluded. The warranty period for service and repair parts is six months from the date of commissioning.

## **18. Traceability**

- 18.1. The customer shall inform Belimed if it resells, leases or relocates products that are subject to regulatory requirements. The identity and business activity of the recipient, the new location and the serial number of the product must be stated.

## **19. Obligation to report**

- 19.1. For products that are subject to regulatory provisions, the customer has a duty to notify the competent supervisory authorities in accordance with the regulatory provisions (e.g. in the event of defects).
- 19.2. The customer shall inform Belimed of all reportable events. This obligation also applies after the warranty period has expired.



## **20. Liability**

- 20.1. Belimed expressly excludes any claims or rights of the customer or third parties other than those listed in section 15 arising from or in connection with actual or alleged defects and/or damage to the products, including any claims for rescission and/or price reduction. Belimed shall in no event be liable to the customer for indirect or direct damages, third-party damages, and/or damages or reimbursement of expenses of any kind, such as for business interruptions, loss of use, loss of profit, financing costs, loss of data and information, as well as consequential damages. Belimed shall not be liable for auxiliary persons that Belimed engages to fulfil its contractual obligations. The exclusion of liability shall not apply in cases in which Belimed is liable under the Product Liability Act or in cases of intent or gross negligence.
- 20.2. With the exception of claims arising from gross negligence or intent on the part of Belimed, Belimed's liability to the customer shall be limited to the amount corresponding to the price under the contract.
- 20.3. The customer shall compensate Belimed for all damages that are attributable to the customer's failure to comply with regulatory provisions and that Belimed is held liable by third parties (including authorities) as a result.
- 20.4. Belimed reserves the right to rescind its obligations under this contract in the event of malfunctions of the equipment that are attributable to misuse, neglect, fire, faulty power supply, or modifications by unauthorised persons without the prior express consent of Belimed, or other items listed in section 15.4.

## **21. Force majeure**

- 21.1. Force majeure refers to events over which the parties have no influence and which are unforeseeable. Cases of force majeure include in particular: Disruptions to the public power supply, communications infrastructure and transport routes, government measures, virus or hacker attacks, industrial disputes, fire, exceptional weather conditions, nuclear and chemical accidents, earthquakes, war, mobilisation or call to arms on the same scale, terrorist attacks, strike and sabotage, natural disasters, requisition, confiscation, currency and trade restrictions, insurrection and civil unrest, transportation restrictions, general restrictions on materials, restrictions on energy consumption as well as defects and delays at suppliers that are attributable to such circumstances.
- 21.2. If a party is prevented from fulfilling its contractual obligations in whole or in part due to force majeure, the party concerned shall be released from its liability for non-performance for as long as the force majeure situation persists.
- 21.3. If force majeure persists for more than three months, either party may terminate the contract with retroactive effect from the date on which the force majeure occurred. Services rendered up to this point in time shall be compensated.

## **22. Final provisions**

- 22.1. Amendments or additions to the contract or the GTC must be made in writing and signed (including DocuSign) by both parties in order to be valid.
- 22.2. No part of this contract may be assigned without the prior written consent of Belimed. The sale of services by Belimed in accordance with these terms and conditions does not establish any rights vis-à-vis third parties. All notices or demands required or permitted under these Terms and Conditions must be in writing, in the case of the Customer to the Customer's address in Belimed's file and in the case of Belimed to Belimed's address.

- 22.3. The customer shall have no right of set-off unless its claims have been recognised in writing by Belimed or established by a court of law.
- 22.4. The invalidity or contestability of one or more provisions of a contract shall not invalidate the validity of the remaining provisions. In such a case, the parties shall endeavour to replace the invalid or contestable provision with another valid and enforceable provision that comes as close as possible to the legal and economic content of the repealed provision.
- 22.5. A contract shall be governed exclusively by the laws of the domicile of the Company, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 22.6. The courts at the registered office of Belimed shall have jurisdiction for disputes arising from or in connection with a contract.