

General Terms and Conditions of Belimed AG

1. Scope and Application

- 1.1. These General Terms and Conditions (the "GTC") govern the contractual relationship between the customer ("Customer") and that company of the group of Belimed companies which concludes the Agreement with the Customer ("Belimed").
- 1.2. The GTC shall apply to the delivery of products including any assembly efforts (the "Products") and for services of any kind ("Services"). They apply to all Products and Services (collectively the "Efforts"), which are procured from Belimed by the Customer.
- 1.3. The GTC shall apply to all Efforts procured from Belimed, without it being necessary to refer to the GTC in the individual case. Any general terms and conditions of the Customer are excluded.

2. Conclusion and elements of the Agreement

- 2.1. Offers by Belimed shall be valid for a duration of 30 days, provided that the offer does not specify a different period of validity.
- 2.2. An agreement (the "Agreement") shall be concluded as follows: a) either by means of acceptance of an offer by Belimed or b) in case of an order without a previous offer, by means of issuance of an order confirmation by Belimed or c) by means of mutual signature of a contractual document.
- 2.3. If performance by Belimed requires a governmental permit, the Agreement shall only enter into effect once such permit has been granted, unless otherwise stipulated in the Agreement.
- 2.4. Specifications in plans, drawings and technical documents shall only be binding if they are referred to explicitly in the Agreement. Data in brochures and catalogues is for guideline purposes only and shall not be binding.
- 2.5. Offers and any project documents are confidential and may not be disclosed by the Customer to third parties without the consent of Belimed.
- 2.6. An Agreement concluded pursuant to clause 2.2, shall have priority over the GTC.

3. Efforts of Belimed

- 3.1. The Efforts of Belimed are specified in the Agreement in an exhaustive manner.

4. Obligations of the Customer

- 4.1. The Customer shall – in a timely manner – create the conditions necessary for Belimed to perform the Efforts. This shall include in particular the access of Belimed to the business site, the provision of the building infrastructure; power, water, steam, IT-network etc., and (where required) cleaning and disinfection materials in the required quality, pursuant to the technical requirements of Belimed.
- 4.2. If the Customer fails to fulfil his obligations, Belimed may – after granting an extension of time in writing – withdraw from the Agreement and claim damages (including compensation for lost profits).
- 4.3. The Customer may use Products of Belimed only in accordance with their purpose. In this regard, the Customer is obligated to use fully qualified and trained personnel and observe any and all regulatory provisions relating to the usage of the Products.

5. Dates

- 5.1. Dates and terms of delivery are for guideline purposes only, unless they are specified as being binding in the Agreement.
- 5.2. Where required, dates and terms of delivery will be extended appropriately, if obstacles arise which Belimed – despite application of due care – is unable to avert. These may include items such as the absence of permissions, the issuance of governmental restrictions on imports or similar measures and in the case of force majeure.

6. Prices

- 6.1. For the Efforts, the Customer shall pay the price specified in the Agreement. Unless otherwise specified in writing, all prices will remain binding for thirty (30) days from the date of the offer.
- 6.2. Services shall be remunerated on a time and material basis pursuant to the rates of Belimed in force at the time, provided that nothing to the contrary is agreed upon in the Agreement.
- 6.3. Subject to a differing agreement, all prices are net ex-works (Incoterms 2020), without packaging and without any discounts or deductions.
- 6.4. Where the Customer makes changes to agreed delivery schedules and dates, Belimed reserves the right to amend the quote and pricing.
- 6.5. Should costs of Belimed for, e.g. raw material, wages, energy, public charges or other costs beyond Belimed's control, increase after the conclusion of an Agreement, and prior to delivery, Belimed reserves the right to add a surcharge(s), with the intent of offsetting such increase.

7. Invoicing and Payment

- 7.1. Payment shall be effected at the domicile of Belimed without deduction of any prompt-payment discount, expenses, charges, fees, duties and the like.
- 7.2. Belimed standard payment terms are 30 days from the date of invoice (unless agreed otherwise) either in the form of lump sum payments, partial payment (% complete) or upon delivery of equipment to site. Should the invoice not be paid within this period, the Customer shall be in default of payment without further notice and incur penalty fees (an interest on arrears of 8% p.a., credit block and no further work or supplies).
- 7.3. The dates of payment shall also be observed if the shipping, the transport and the potential assembly or operation is delayed due to reasons, for which Belimed is not responsible.
- 7.4. If the Customer is in default with respect to a payment or if Belimed is forced to anticipate that the Customer will fail to pay an invoice, Belimed may, without prejudice to any of its other claims and rights, suspend any further performance under the Agreement or withhold further deliveries, until new terms of payment and delivery or, as the case may be, securities are agreed upon. If no respective agreement can be found within a reasonable amount of time, Belimed may withdraw from the Agreement and claim damages (including compensation for lost profits).

8. Reservation of Title

- 8.1. Belimed shall remain proprietor of any Products until full payment is received by the Customer. As long as such reservation of title is in force, the Customer may not sell, encumber or dispose of the Products in any other fashion.
- 8.2. The Customer is obligated to cooperate with respect to measures which are necessary to safeguard Belimed's title; in particular, the Customer empowers Belimed herewith to register a reservation of title in public registers at the domicile of the Customer. Any fees arising in relation thereto shall be borne by the Customer.

9. Passing of Risk and Place of Performance

- 9.1. Subject to a differing agreement, the passing of risk shall occur at the moment of delivery ex works (Incoterms 2020).
- 9.2. If the shipping is delayed due to the request of the Customer or due to other circumstances, for which Belimed is not responsible, the passing of risk to the Customer shall occur at the time originally intended. From this moment onwards, Products shall be stored on the account and on the risk of the Customer.
- 9.3. Subject to a differing agreement, the place of performance for Services shall be at the domicile of Belimed.

10. Transportation and Insurance

- 10.1. Transportation is effected on the account and risk of the Customer.
- 10.2. Insurance against damages of any nature is the responsibility of the Customer.
- 10.3. Any special requests concerning shipping, transport and insurance shall be notified to Belimed in a timely manner.
- 10.4. Insurance, packing, unloading and handling are not included in the listed prices unless otherwise noted.
- 10.5. Complaints by the Customer in connection with the shipping or transport shall be directed – without any delay – to the last carrier upon receipt of the delivery or the freight documents.

11. Changes to the Efforts

- 11.1. Both parties may request changes to the Efforts. If such changes lead to additional costs or expenses, Belimed reserves the right to charge for the additional works at the current rates and shall be compensated by the Customer accordingly.

12. Inspection and Acceptance

- 12.1. Belimed shall inspect the Products before shipping insofar as such inspection is customary. If the Customer requires additional inspection, such additional inspection shall be agreed upon separately and paid for by the Customer.
- 12.2. Where no special inspection period is agreed upon, the Customer shall inspect Products without delay. Any defects shall be notified without delay in writing within 10 days. Where the Customer fails to perform the inspection or fails to notify Belimed of detected defects, the relevant Products shall be deemed accepted.
- 12.3. Only defects that significantly impair the use of Products shall entitle the Customer to refuse acceptance. Belimed shall be given the opportunity to remedy such defects, it being understood that Belimed shall be given a reasonable deadline to perform such remedy.
- 12.4. All other defects shall be considered insignificant, and shall not entitle the Customer to such refusal. Such insignificant defects are, however, to be remedied by Belimed as part of its warranty obligations.
- 12.5. A special inspection test shall only occur where agreed upon or where customary. In such case, the inspection test shall be logged.
- 12.6. In the following circumstances an acceptance shall also be deemed to have occurred: a) if an agreed inspection test does not occur on an agreed date due to reasons, for which Belimed is not responsible; b) if the Customer refuses acceptance without being entitled to do so; c) if the Customer – without reason – refuses to sign the duly prepared acceptance protocol, even though the conditions to the acceptance are satisfied; d) as soon as the Customer uses a Product of Belimed.

13. Process Validation

- 13.1. It is the Customer's responsibility to validate the production processes in its business pursuant to the applicable regulatory provisions. Any necessary performance tests in relation thereto are to be performed autonomously by the Customer. Where applicable, Belimed will support the Customer in relation to process validation, pursuant to a separate, services or validation agreement.

14. Software and Intellectual Property

- 14.1. Where a Product includes software, with the exception of Belimed SmartHub, the Customer shall be granted the non-exclusive and non-transferrable right to use the software for the contractually specified purpose. For software of third-party manufacturers, their license terms shall apply exclusively. Subject to a different agreement, the right to use the software shall neither extend to the source code of the software nor to its independent editing. It is prohibited to copy and to decompile the source code.
- 14.2. Any intellectual property rights relating to Efforts shall be the sole property of Belimed.

15. Warranty

- 15.1. In this section 15, warranty obligations of Belimed or, as the case may be, warranty rights of the Customer are specified in an exhaustive manner. Any additional or statutory warranty obligation or rights, are excluded, to the extent permitted by applicable laws.
- 15.2. Belimed warrants that the Products shall have the agreed properties as well as any properties generally presupposed and that the Services are performed with due care and diligence.
- 15.3. For used Products and for consumables and wear and tear parts, any and all warranty is excluded.
- 15.4. The warranty shall not apply and thus be void where the occurrence of the defect was caused or contributed by the Customer, a third party or a random event, in particular in the following cases: improper assembly (if such assembly was not performed by Belimed), undue or improper usage (in particular cases of non-observance of the instruction manual, dedication of personnel without or with inadequate training, excessive usage as well as usage of improper resources or accessories), omitted or insufficient maintenance, improper repairs, usage of inadequate spare parts, chemical or electrolytic effects.
- 15.5. The Customer shall inspect the Products after their delivery without delay, notify Belimed of any determined defects without delay and implement any and all appropriate measures with respect to the mitigation of damages. In the event that the Customer fails to observe the aforesaid obligations, any and all warranty rights shall be excluded.
- 15.6. Unless specified otherwise in the Agreement, the warranty period is 12 months. It begins with the shipping of the Products. If Belimed is responsible for the assembly, the warranty period shall begin upon acceptance. If the shipping, assembly or acceptance is delayed due to reasons, for which Belimed is not responsible, the warranty period shall expire 18 months after the notification of readiness for shipment.
- 15.7. Belimed shall be liable for the rectification of defects arising from normal usage during the warranty period, and does not cover malfunction or failures resulting from misuse, neglect, fire, erratic power supply or modification by unauthorized persons. Even during the warranty period, preventive maintenance must be executed in accordance with machine usage (cycles) and the recommended Belimed guidelines, otherwise the warranty is excluded.
- 15.8. During the warranty period, the Customer shall be entitled to remedy of defects. If Belimed has neither effected an inspection of the installation, nor has supported the Customer with respect to the functional testing, and if, in addition, the defective Product is not maintained by Belimed, the warranty rights of the Customer shall be limited to the free delivery of the spare parts necessary for the repair of the Product. The replaced parts shall be returned to Belimed at Belimed's expense.
- 15.9. Returned replaced parts shall become Belimed's property.

- 15.10. With respect to remedied defects, the warranty period shall be 6 months. The warranty shall – in any case – amount to 18 months at most, beginning with the shipping of the original delivery.
- 15.11. Where Belimed is unable to remedy a detected defect, the Customer shall, with respect to proven defects and after setting a reasonable extension of time in writing, be entitled to request a reduction of the price corresponding to the impact in value or – only in the event of significant defects, which impair the respective practical value to an extent that, from a just perspective, renders it unreasonable to expect the acceptance of the respective Product of the Customer – to withdraw from the Agreement.
- 15.12. Any warranty rights of the Customer relating to third party products shall exist exclusively vis-à-vis the third party manufacturers and in accordance with their warranty conditions. Any warranty of Belimed on its own shall be excluded in this regard. Instead, Belimed shall – in the interest of the Customer – assert the Customer's warranty rights against the third party manufacturer where it is expedient and reasonable.

16. Maintenance

- 16.1. Products which are subject to regulatory provisions shall be maintained pursuant to the requirements defined by Belimed and by personnel qualified for such maintenance, or the warranty becomes void.
- 16.2. The Client shall only use original spare parts from Belimed. If other parts are used, the performance of the Products cannot be ensured and the warranty is excluded. The warranty period for service and repair parts is 6 months from date of implementation.

17. Traceability

- 17.1. The Customer shall notify Belimed if he resells, leases or changes the location of Products which are subject to regulatory provisions. The notification shall include information concerning the identity and the business of the recipient, the new location and the serial number of the Product.

18. Obligation to notify

- 18.1. With respect to Products which are subject to regulatory provisions, the Customer has an obligation to notify vis-à-vis the competent regulatory body pursuant to the regulatory provisions (e.g. in case of defects).
- 18.2. The Customer shall notify Belimed of any events triggering an obligation to notify. This duty shall also apply after the expiry of the warranty period.

19. Liability

- 19.1. Any further or other claims or rights of the customer or third parties to those listed in clause 15 arising from or in connection with actual or alleged defects and/or damages of the product are expressly excluded by Belimed, including any claims for cancellation and/or reduction. Belimed is in no case liable to the customer for consequential damages, indirect damages, third party damages, and/or damages or reimbursement of expenses of any kind, such as for example for business interruptions, loss of use, loss of profit, financing costs, loss of data and information as well as indirect consequential damages. The exclusion of liability does not apply in cases of liability of Belimed according to the Product Liability Act or in cases of intent or gross negligence.
- 19.2. The Customer shall hold Belimed harmless for any and all damages resulting from Customer's failure to observe regulatory provisions and the fact that third parties (including the authorities) assert claims against Belimed as a consequence thereof.

20. Force Majeure

- 20.1. Force majeure refers to events over which the parties have no control and which are not foreseeable. Situations of force majeure include in particular: Disruptions of the public power supply and the communications and transportation infrastructure, governmental measures, virus or hacker attacks, fire, extraordinary weather events, nuclear and chemical accidents, earthquakes, war, terrorist attacks, strikes and sabotage etc.
- 20.2. Where 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 due to non-performance as long as the force majeure event continues.
- 20.3. In case of a lasting force majeure event of more than three months, either party may terminate the Agreement retroactively as per the date the force majeure started to occur. Efforts performed up until this date shall be remunerated.

21. Final Provisions

- 21.1. Changes of or amendments to the Agreement or the GTC require the written form and the signature by both parties.
- 21.2. The Customer does not have a right to set-off, unless his claims are acknowledged by Belimed in writing or established through judicial proceedings.
- 21.3. The invalidity or voidability of any provision or any provisions of an Agreement do not render the other provisions invalid. In case of such invalidity or voidability, the parties try to replace the invalid or voidable provision with a different valid and enforceable provision, which comes as close as possible to the legal and economical content of the replaced provision.
- 21.4. An Agreement shall be exclusively governed by and construed in accordance with the laws of Switzerland with the exclusion of its conflict of laws rules and the UN Convention of the Sale of Goods.
- 21.5. Any dispute, controversy or claim arising out of or in relation to an Agreement shall be exclusively resolved by the courts at the domicile of the respective company of the Belimed group of companies which has concluded the Agreement with the Customer.