

1. General

The provisions below apply for orders and deliveries of goods and services to the company BELIMED and its affiliates.

2. Area of application and validity

Orders are only valid if sent by BELIMED in written form by email and signed in a legally valid way. Orders given verbally or by phone, changes and amendments become binding only upon written confirmation. Errors and obvious mistakes in the writing and calculation errors in the order can be corrected unilaterally by BELIMED.

3. Applicable provisions and contract conclusion

If the order of the company BELIMED (including the General Procurement Terms and Conditions) deviates from the Supplier's range of products, the silence of the Supplier without the sent order confirmation is understood as agreement with the order of BELIMED. Acceptance of the order from BELIMED by the Supplier at the same time excludes other terms and conditions of the Supplier, even if BELIMED does not challenge them.

4. Objections from the Supplier

The Supplier must ensure that the order states the current specifications in their possession and that the goods delivered to BELIMED fully match these specifications. The Supplier must promptly and before the execution of the order inform BELIMED of any doubts they have about the specifications given in BELIMED's order.

5. Confirmation of order

The Supplier must confirm the order received from BELIMED in writing no later than in 2 (two) business days. The order confirmation must contain the exact date - the day when the goods will arrive at BELIMED. If the Supplier cannot send the order confirmation to BELIMED in the abovementioned time, the Supplier must send a written order receipt to BELIMED.

6. Prices

The prices, place of delivery and payment terms shall be established in the Delivery Contract or the Order. The prices in a Delivery Contract are firm and not subject to change and represent the total price for manufacturing and delivering the Goods. The prices accepted by BELIMED are binding. The Supplier shall not be entitled to adjust prices and/or request additional costs of any kind without prior express written consent from the Buyer. Supplier invoices shall comply with applicable legal and contractual requirements for invoicing. All additional procurement costs are included in the prices, unless a different agreement is made. Subsequent price increases are not possible, unless BELIMED gives explicit consent to them. Additional costs due to changes of orders can be debited to BELIMED only if they are sent and justified in writing within 30 days from the change of the order, and BELIMED gives consent explicitly and in writing. For deliveries where the prices are set by the company abroad, all fees, export fees and taxes in the delivery and transit countries are debited to the Supplier, unless a different agreement is made.

7. Value and cost analyses

Upon Buyer's request, the Supplier shall conduct value and cost analyses for the goods using adequately qualified personnel. To this end, the Supplier shall disclose all costs to the Buyer by providing the Buyer with a detailed cost breakdown according to the BELIMED cost breakdown formats.

8. Delivery deadlines

The delivery deadlines (arrival of goods at the target location) stated in the order are binding. If these delivery deadlines cannot be respected, BELIMED must be promptly informed in writing about this. The Supplier must fully reimburse BELIMED for all damages arising from the late delivery. In case of a late delivery in the confirmed deadline BELIMED, beside the damage compensation, is entitled to set an additional deadline to the Supplier in accordance with the needs of BELIMED, and after its unused expiration continue to persist with the delivery or cancel the entire order. A partial or early delivery of goods is acceptable only upon agreement.

9. Required documents

Each shipment must be accompanied by a delivery note with the following data: BELIMED's order and item number, an exact description of the contents and whether this is a partial, sample delivery, a delivery of remains or a full delivery. Upon the request from BELIMED each individual weight and the total weight must be stated (gross and net), the designation of the country of origin and the number of the customs tariff. For first deliveries of samples without any special request the Supplier adds the measurement protocols to the delivery. Upon request from BELIMED the Supplier issues further documents, for example testing and inspection protocols, instructions for the assembly, use, maintenance, certificates, declarations on compliance (issued pursuant to the relevant EU Directives, especially the directives on electromagnetic compatibility (EMC)).

10. Packaging, transportation and customs

Goods must be properly packaged, labelled, and shipped with due care in a manner that warrants the lowest possible transport costs while maintaining timely delivery. Packaging, outer packaging, packaging materials and Goods carriers may not contain any hazardous materials, particularly radioactive materials, and must be recyclable unless a return agreement and/or Goods

carrier pool system is in place. All applicable transport laws and regulations must be observed.

Damage caused during the transport due to inadequate packaging is the responsibility of the Supplier. Regarding the arrangement and division of duties between BELIMED and the Supplier, parties in accordance with INCOTERMS 2020 apply, as agreed in the order. Unless other agreements were made, the DDP (Delivery Duty Paid) apply.

11. Transfer of risk

With the exception of special written agreements (e.g. INCOTERMS 2020) the Supplier covers all risks of loss or damage to the goods until the target location.

12. Inspection of the goods

When accepting the goods, BELIMED will inspect the identity, amount of goods and clearly visible faults, and inform the Supplier about them in writing within an appropriate deadline. BELIMED notifies the Supplier about other faults established only during the utilization, processing or use in accordance with the intended purpose, promptly after the defects are detected. In this sense the Supplier waives the objection of a late enforcement of deficiencies.

13. Invoice, payment conditions and security

Unless a different agreement was made, the payment is made in 30 (thirty) days after the invoice is received, given that the goods are delivered correctly resp. the services are performed correctly. The Supplier must always repeat BELIMED's order number on each invoice. For payment upon proforma invoices the Supplier must, upon request, provide an appropriate security (for example a bank guarantee).

14. Guarantee

The Supplier guarantees the full functionality and quality of all delivered items for the period of 2 (two) years from delivery unless otherwise agreed. Furthermore the Supplier guarantees that the supplies meet all relevant standards and all applicable legal regulations on work and operating safety and the relevant EU Directives, especially but not exclusively for the compliance with RoHS, the REACH regulation and the EMS regulations.

Deficient deliveries give BELIMED the right to freely request either a replacement or an improvement throughout the entire guarantee period.

The Supplier provides any support needed to identify and sort out the deficient parts at BELIMED at their own expense, and to establish within an acceptable deadline what caused the defects, and notify BELIMED about it.

In urgent cases and if the Supplier cannot eliminate the reported faults right away, BELIMED is entitled to eliminate the faults on the expense of the Supplier or their own expense.

If a replacement or repair are not provided within the deadline set, BELIMED is entitled to immediately cancel the entire order. In any case the Supplier must compensate the entire damage (inclusive all resulting damages from faults) to BELIMED without any proving of guilt. For all deliveries of goods and services which are subject to guarantee, a new guarantee period starts.

15. Liability and insurance

The Supplier shall compensate the Buyer for all costs and damages incurred as a result of the delivery of Defective Goods or due to the violation of an obligation in the Delivery Contract, including the costs incurred by the deployment of the Buyer's own employees during a justified self-execution. This shall not apply in the event of fault-based liability if the Supplier proves that it is not at fault.

The Supplier must inform BELIMED about all possible faults and potential and actual risks from their delivered products, which occurred at other producers/consumers or of which they were informed in any other way. If BELIMED must, due to the faults of the delivered product, warn the customers or withdraw their own products, the Supplier must reimburse BELIMED for all urgently required and proven expenses. Upon the request of BELIMED they must present a certificate from the insurance policy or allow to view the policy.

The Supplier shall be liable for its representatives and subcontractors to the same extent as for its own actions.

16. Assurance of quality and right to inspection

The Supplier will do everything necessary to ensure the quality of goods or parts of goods to be delivered. They ensure to deliver appropriately checked goods to BELIMED. Certain requirements regarding the quality (for example standards, drawings, specifications, requirements about products) must be respected by the Supplier. If the Supplier recognizes the inaccuracy or risk of certain requirements, they must promptly inform BELIMED about this circumstance.

BELIMED is entitled to check the compliance with specifications, respecting of requirements and the performance of all necessary and agreed measures to ensure the quality at the premises of the Supplier as well. The Supplier grants BELIMED the required access to the production plants and the insight into their documents on quality assurance. The Supplier must, pursuant to legal regulations, store the results of quality assurance measures, for example protocols of measurements, results of inspections, samples, etc.

17. Change management

Prior to any changes of the products in their specification, the Supplier must obtain a written consent from BELIMED and in this regard provide all necessary proof of quality. For goods where the specification is the responsibility of BELIMED (technical specification, for example a drawing from the BELIMED page), the Supplier must compare the audit situations of their production documentation with those in the actual order from BELIMED. In any case

deviations must be cleared up before the production starts, e.g. before the delivery.

18. Spare parts

The Supplier undertakes to ensure that Buyer is provided with compatible replacement and spare parts (pursuant to form, fit and function) after delivery of the last order for serial production to Buyer for the duration of the period 10 years. Prices and delivery times for this phase shall be negotiated separately between Buyer and the Supplier. The Supplier guarantees fair market prices for spare parts.

19. Tooling

The Buyer's tools are provided to the Supplier as bailed property and shall remain the property of the Buyer or the Buyer's customer, unless otherwise agreed upon in writing.

The Supplier is only allowed to use the Buyer's tools to produce goods under a Delivery Contract with the Buyer. The Supplier may not use the Buyer's tools for other purposes, or allow third parties to use them, without prior written consent from the Buyer.

Buyer's tools must be clearly labeled as the property of the Buyer or the Buyer's customer. They must be stored safely in a separate place apart from the Supplier's property or the property of other customers of the Supplier. The Supplier shall maintain the tools at its own expense in good condition and shall replace them if necessary. The Supplier shall bear the risk for the Buyer's tools if they are in the custody or under the control of the Supplier; the Supplier shall insure the Buyer's tools at its own expense and for replacement value in the event of loss.

The Buyer may request the return of the Buyer's tools at any time, including after proper termination of the Delivery Contract or in the case that the Supplier is temporarily or permanently unable to continue to supply and deliver the goods. If the Buyer requests the return of the Buyer's tools, the Supplier shall make the Buyer's tools available for the Buyer to collect without undue delay. Upon Buyer's request, the Supplier shall send the Buyer's tools to a location specified by the Buyer, for which the Supplier shall be compensated by Buyer for all reasonable costs of the secure delivery of Buyer's tools.

20. Confidentiality

The Supplier shall keep confidential all Information provided by the Buyer, whether verbally or in writing. The Supplier shall only use this Information for purposes of fulfilling the Delivery Contract. The Supplier shall not provide this information to third parties either directly or indirectly without prior written consent from the Buyer. This confidentiality obligation does not apply to Information that was provided to the Supplier by a third party in a legally permissible manner and on a non-confidential basis, or to Information that is freely available to the public. The Supplier shall obligate its subcontractors to maintain confidentiality to the same extent as in this clause.

21. Intellectual property, copyrights and patents

The Supplier warrants that the Buyer's intended use of the goods, alone or in combination, and their sale, does not violate any third-party's intellectual property rights, including but not limited to industrial or intellectual property rights, unless such combination is not reasonably foreseeable. If the Supplier's intellectual property rights, in particular industrial property rights, are necessary in order for the Buyer to use, repair, resell, or import the goods, the Supplier agrees to grant the Buyer a worldwide, irrevocable and royalty-free right to use the goods itself or via third parties, to repair or import them or to otherwise use or resell them at its own discretion. If the Supplier is responsible for the failure to deliver, this license right shall be granted royalty-free; otherwise, it shall be subject to a reasonable royalty to be negotiated by the Supplier and Buyer in good faith.

The Supplier is liable to ensure that their supply does not violate any foreign copyrights, patents, trademarks of patented samples or existing legal regulations. They are liable for all consequences of such damage.

22. Force majeure

Force majeure events are unforeseeable and unpreventable occurrences including but not limited to natural disasters such as fires, floods, earthquakes, tornadoes or other extreme occurrences such as unrest, war, sabotage, pandemics, government actions and orders, and terrorist attacks. Increase in costs, whether for raw materials, shipping, labor, or otherwise, shall not constitute an event of force majeure.

Any delay or failure of performance under a Delivery Contract that results from an event of force majeure without any error or fault on the part of the affected party shall be considered excused for as long as the event persists. In order to be excused from performing due to a force majeure event, the affected party must provide the other party with written notice of any such delay (including the expected length of the delay and further impact on Delivery Contracts) as quickly as possible after the event, but no later than three (3) calendar days thereafter. The party claiming force majeure shall immediately provide the other party with all available evidence of the existence of force majeure.

23. Social responsibility

For Buyer it is of paramount importance that corporate activities take account of the social responsibility to employees and to society as a whole. This applies both to Buyer itself and to its Suppliers. An integral part of these GPTC is therefore the "Supplier Code of Conduct Metall Zug", which applies in the respective current version, unless the Supplier has objected it in writing. It shall be Supplier's responsibility to cause all and any of its subcontractors to act in accordance with the regulations of this clause.

The following principles are of particular importance:

- Preservation of human rights,
- Elimination of forced, compulsory, and child labor,
- Elimination of discrimination on the basis of gender, race, origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, or other characteristics protected by local laws.
- Compliance with occupational safety and health requirements,
- Maintenance of adequate social working conditions,
- The protection of indigenous rights,
- Ban on bribery and extortion,
- Compliance with current applicable product safety, environmental and labor laws and regulations.

24. Amendments to the agreement

Changes and amendments to the agreement between BELIMED and the Supplier are valid only in writing. Oral agreements are invalid. If any provision of these General Procurement Terms and Conditions is invalid, the remaining parts of the General Procurement Terms and Conditions are still used in a logical manner.

25. Law and jurisdiction of courts

Any disputes arising from these General Procurement Terms and Conditions will be resolved by the parties amicably. If no agreement is possible, the dispute will be processed before the competent court in Zug, Switzerland.

BELIMED is entitled to initiate litigations or procedures against the Supplier before any competent court in the world.