

Article 1 – Definitions

- 1.1 The terms used in these General Sales Terms and Conditions are defined as following:
- **Agreement:** any accepted Purchase Orders by Scinus in writing;
 - **Article:** any article of these General Terms;
 - **Buyer:** the Party purchasing any Product from Scinus;
 - **Confidential Information:** any information, including but not limited to corporate and/or financial reports, specifications, photos, presentations, drawings, technical files and information, IP Rights and other documents (in whatever form) or samples regarding products, devices, equipment, systems, services, software, processes, research and development, tests and test results, marketing and sales, which information is owned by Scinus, is controlled by Scinus and is shared with Buyer (in whatever form and whether or not specifically marked as confidential) in connection with the execution of an accepted Purchase Order by Scinus;
 - **General Terms:** these General Terms and Conditions of Sale;
 - **IP Right:** intellectual property rights such as discoveries, inventions, knowhow, trade secrets, business secrets, technologies, methods, copyrighted works including but not limited to software, technical and procedural guidelines and all modifications and improvements of the same, regardless whether they are protected or could be protected by patent, copyrights or (trade) marks;
 - **Parties:** Scinus and Buyer jointly;
 - **Party:** Scinus or Buyer individually;
 - **Product:** all products sold to Buyer by Scinus as stated in the Agreement;
 - **Purchase Order:** all written orders that are placed with Scinus by Buyer regarding the Product(s);
 - **Scinus:** the Party selling any Product to Buyer.
- 1.2 Words in the singular include the plural and vice versa, while references to male include female and vice versa.
- 1.3 The opening lines, headings and numbers of Articles in these General Terms are for the sake of convenience only and do not affect their interpretation.
- 1.4 The word 'including' or words to that effect shall mean 'including but not limited to'.

Article 2 – Applicability

- 2.1 These General Terms are applicable to all Purchase Orders and Agreements.
- 2.2 Any applicability of general terms and conditions of Buyer is explicitly excluded and rejected. This applies also if Buyer refers to its general terms and conditions in the Purchase Orders or Agreements.
- 2.3 All deviations of or modifications to these General Terms must be explicitly agreed upon in writing between the Parties.
- 2.4 In case of any discrepancy between the provisions of the Agreement and the General Terms, the provisions of the Agreement prevail.

Article 3 – Purchase Orders

- 3.1 Buyer can place Purchase Orders with Scinus in writing. Each Purchase Orders must state the requested date of delivery and place of delivery, as well as the e-mail address to which the digital invoices shall be send in accordance with Article 4.3.
- 3.2 Scinus must accept the Purchase Orders in writing. Failing a written confirmation from Scinus, the Purchase Order is deemed to have been refused. Under no condition will Scinus be required to accept Purchase Orders, nor will Scinus be liable for any loss and/or damage sustained by Buyer in connection with non-acceptance of a Purchase Order.
- 3.3 If Buyer wishes to change the Agreement after confirmation of the Purchase Order, such changes can only be made if agreed upon by Parties in writing. In case of any change, any costs already made by Scinus and any additional costs and damages shall be borne by Buyer.

Article 4 – Prices and payment terms

- 4.1 Unless explicitly otherwise stated, all prices are stated in EUR and are exclusive of VAT, sales taxes and other costs. Buyer will fully bear all costs and risks related to the export/import of the Products.
- 4.2 Scinus will invoice the amount payable by Buyer when the Purchase Order is accepted, by sending a digital invoice to Buyer at the e-mail address stated in the Purchase Order. Buyer is obliged to pay the amount within thirty (30) days after the date of invoice. This payment term is final.
- 4.3 In the event of non-payment or late payment by Buyer to Scinus, Buyer will be in default without any notice of default being required. Scinus will have the right to claim interest at the statutory rate for commercial transactions and extrajudicial collection costs from Buyer.
- 4.4 Scinus is not required to deliver the Products to Buyer as long as Buyer has not paid Scinus the amount invoiced in full. Furthermore, Scinus has the right to claim compensation for all damages and losses incurred due to any late payment by Buyer.

- 4.5 Buyer does not have the right to (partially) suspend the amount due to Scinus or set off the same against Buyer's (alleged) claims against Scinus.
- 4.6 Scinus has the right at all times to check Buyer's creditworthiness. If such check shows that Buyer is not creditworthy, all at the exclusive discretion of Scinus, Scinus has the right to demand that Buyer provides security for its payment obligation.
- 4.7 Payments made by Buyer shall always first be considered as payment for any interest and costs due, even if Buyer states otherwise.
- 4.8 In case Buyer has not fulfilled invoices regarding other Agreements in time or in full, Scinus has the right to refuse Purchase Orders or the delivery of Products ordered or to attach conditions to acceptance of Purchase Orders or delivery of Products, such as a or the provision of a bank guarantee of a Dutch bank to the satisfaction of Scinus.

Article 5 – Delivery

- 5.1 Products will be delivered by Scinus Ex Works in accordance with INCOTERMS 2020. The risk of loss, theft and damage regarding the Products to be delivered will pass from Scinus to Buyer upon delivery.
- 5.2 Scinus has the right to deliver the Products ordered in instalments and in partial shipments.
- 5.3 The delivery dates stated in the confirmed Purchase Order are indicative and not final.
- 5.4 In case of advance/down payment, the delivery date stated in the confirmed Purchase Order starts as soon as Scinus has received the advance/down payment in full from Buyer.
- 5.5 Delivery also includes the installation of the Product(s) by Scinus. Buyer is not entitled to install the Product(s) unless otherwise agreed.

Article 6 – Other obligations of Buyer

- 6.1 Buyer is obliged to use the Product(s) in accordance with the use, instructions and all safety and security warnings as stated in the instruction for use.
- 6.2 Buyer and/or any affiliated company will not make any changes/modifications in the Product and will not make any changes/modifications to the Product's packaging and/or labelling without prior written consent of Scinus.
- 6.3 Buyer is under no circumstances allowed to reverse engineer the Product, reconstruct or copy the Product's technology.
- 6.4 Buyer is obliged to strictly comply with the training and education as provided by Scinus. Scinus will pay the costs of the initial training, including travelling. The costs for further trainings and consultancy, including travelling, shall be borne by Buyer unless Parties have agreed upon in writing otherwise.
- 6.5 In case Scinus decides to recall the Products, Buyer shall fully cooperate with Scinus in order to make the recall possible.

Article 7 – Retention of Title

- 7.1 Upon delivery of the Products to Buyer, Scinus will retain title to the Products delivered as long as Buyer:
 - a. Fails or will fail to comply with its obligations under these General Terms, as well as any other Agreement or Purchase Order or similar agreements;
 - b. Does not pay or will not pay for any work done under these General Terms, as well as any other Agreement or Purchase Order or similar agreements;
 - c. Has not paid claims related to non-compliance with these General Terms, as well as any other Agreement or Purchase Order or similar agreements, such as loss, damages, penalties, interest and costs.
- 7.2 Outside its ordinary course of business, Buyer may not encumber Products that are subject to retention of title;
- 7.3 If Scinus exercises its retention of title, it may take back Products delivered. To this end, Buyer will grant Scinus access to the place where the Products are located.
- 7.4 If Scinus cannot exercise its retention of title because the Products delivered have been merged, distorted or acceded, the Distributor is obliged to pledge the newly formed goods to Scinus.

Article 8 – Non-Conformity and warranty

- 8.1 Buyer is obliged to inspect the Products for defects within two (2) working days of receipt. Upon receiving a defective or damaged Product (or packaging containing a Product), Buyer is obliged to notify Scinus within two (2) working days of receipt, supported by photos. If Buyer does not notify Scinus of any defects it has found or could have found during the inspection as set out in this Article 8.1, Buyer's rights as set out in this Article 8 will lapse.
- 8.2 Scinus warrants and represents that on the delivery date and for a period of twelve (12) months thereafter, the Products comply with the specifications as set out in the Agreement and the Products have the properties required for normal usage in accordance with the instruction for use.
- 8.3 As described in Article 6.1, Buyer is obliged to strictly comply with and use the Products only in accordance with the instruction for use and the training and education as provided by Scinus. Buyer is aware that acting in breach of the instruction for use and the training and education as provided by Scinus may pose risks to the life and health of patients. Buyer indemnifies Scinus against all

losses, damages and costs arising out of or in connection with any action or omission in breach of the Product's instruction for use and the training and education as provided by Scinus.

8.4 Buyer is obliged to immediately notify Scinus in writing of all complaints or defects regarding the Products:

- If the complaint or defect qualifies as serious in connection with applicable medical regulations or in case of complaints or defects that pose a risk to the health and/or lives of patients or staff of Buyer, Buyer will notify Scinus within twenty-four (24) hours.
- In all other cases, Buyer will notify Scinus in writing within five (5) days after discovering the complaint or defect.

If Buyer does not inform Scinus about complaints or defects in accordance with this Article 8.4, Buyer's rights as set out in this Article will lapse.

8.5 In its written notice, Buyer will include all relevant information for Scinus to fully assess the defect. If Buyer fails to fully inform Scinus, the written notice will be regarded as incomplete and Buyer will not have filed the complaint in time. Buyer will furthermore fully support Scinus in investigating the defects found.

8.6 Following a written complaint by Buyer to Scinus in accordance with Article 8.4, under warranty in accordance with this Article 8, Scinus has the right and obligation to repair or replace the defective Products free of charge. In case of repair or replacement, Scinus has the right to replace the defective (parts of) the Product by improved versions (upgrades/updates). Under no condition will Buyer be entitled to any compensation.

8.7 Buyer will return the defective Products to Scinus at Buyer's expense. Buyer is obliged to return the defective Product(s) clean and in their original or similar packaging. Buyer will pay the costs of cleaning contaminated Products. If Buyer fails to clean the Product(s) properly, Scinus shall clean the Products. All costs associated with the cleaning of the Products will be at the expense of Buyer and will be invoiced separately in accordance with Article 4.

8.8 After a Product has been repaired or replaced, the repaired/replaced Product will be transported to Buyer at Scinus' expense. Scinus is in no event obliged to transport the Product(s) to Buyer if Buyer has not (fully) paid the cleaning costs as described in Article 8.7 to Scinus.

8.9 If a Product has been repaired or replaced, the warranty period starts again, starting from the moment Scinus informs Buyer in writing about the completed reparation or replacement of the Product. However, the warranty period shall in no event expire a period of eighteen (18) months from the date of delivery.

8.10 Besides expiry of the warranty as described already in this Article 8, the warranty will furthermore lapse in the following event:

- a. The Product is not being used in accordance with the instruction for use of the Product;
- b. Buyer modifies the Product in any manner whatsoever;
- c. Buyer acts in breach of Article 8.4;
- d. Buyer does not return the defective Products to Scinus in the original or similar packaging;
- e. Buyer is in default on its (payment) obligations towards Scinus and does not remedy such default within thirty days after a notice of default.

Article 9 – Liability and limitation of liability

9.1 Insofar as allowed by law, Scinus' liability is limited to Buyer's direct loss and/or damages insofar these are covered by Scinus' general liability insurance. Direct loss and/or damages in any case do not include indirect and consequential loss and/or damages, including but not limited to: loss of profits, loss of turnover, reputational loss, transport costs or costs of recall.

If and when Scinus is liable, it is required only to compensate the direct loss and/or damages up to the amount paid by its insurer under its general liability insurance.

9.2 The limitation of liability of Article 9.1 does not affect the rights of Buyer set out in Article 8.

9.3 Buyer will be liable for any loss and damage sustained by Buyer, due to Buyer's:

- Use of the Products for purposes other than recommended by the instruction for use and non-compliance with the instruction for use; or
- Any modification of a Products; or
- Non-compliance with its obligations under these General Terms, as well as any other Agreement or Purchase Order or similar agreements.

Buyer will hold Scinus harmless for and against any damages arising out of or in connection with the actions/omissions by Buyer as stated in this Article.

9.4 If Buyer fails to comply with an obligation under these General Terms, as well as any other Agreement or Purchase Order or similar agreements, it can invoke that such non-compliance is not attributable to it and that it is not in default and not required to pay compensation only if it notifies Scinus of the imminent non-compliance and its cause immediately in writing and in any case before the time when compliance with the obligation was due.

9.5 Buyer indemnifies Scinus for all loss and damages of third parties that cannot be attributed to Scinus.

Article 10 – Confidentiality

- 10.1 Buyer is under the obligation to treat all Confidential Information exchanged or provided to Buyer by Scinus or any third party during the term of any Agreement confidentially and with care. Buyer may use the Confidential Information only in the execution of the Agreement but explicitly does not have the right to share Confidential Information with any third party.
- 10.2 Confidential Information does not include information in regard of which Buyer can demonstrate that it:
 - a. Has been published at the time of receipt or was otherwise accessible to the general public;
 - b. Was published after receipt or became otherwise accessible to the general public through no action of the receiving Party;
 - c. Was already in the possession of Buyer without limitations;
 - d. Was lawfully acquired by Buyer from a third party;
 - e. Was developed by Buyer without using Scinus' information in any manner whatsoever.
- 10.3 In deviation from Article 10.2, Buyer may disclose the Confidential Information if required by a judicial or administrative order from the competent authorities/court. In that case, Buyer will notify Scinus in advance of such disclosure and in consultation with Scinus limit such disclosure to the information that is strictly necessary.
- 10.4 Upon termination of any Agreement, regardless of the reason, Buyer is obliged to cease the use of the Confidential Information and at Scinus' first written request return to Scinus or destroy all Confidential Information.
- 10.5 All confidentiality and non-use obligations from Article 10 of these General Terms shall survive any termination of an Agreement.

Article 11 – Privacy

- 11.1 For the purpose of executing an Agreement between the Parties, the Parties need to process the personal data of each other's employees. Scinus will process the personal data of Buyer's employees in accordance with its privacy statement as published online at scinus.com. Scinus has the right to process the personal data of Buyer's employees for a longer period than specified in the privacy statement if and when Scinus is required so under the applicable laws and regulations, including EU Regulation 2017/746 on medical devices. In that case, the other provisions of the privacy statement remain effective without any changes.
- 11.2 Buyer is required to process the personal data provided by Scinus with care and in accordance with the applicable laws and regulations, including EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and to take adequate (technical) measures. Buyer is explicitly not allowed to share the personal data of Scinus' employees with third parties, unless the employee concerned has granted prior written consent.

Article 12 – IP Rights and infringement of IP Rights

- 12.1 The IP Rights in the Products and all licenses regarding the Products will always vest in Scinus. No provision of any Agreement, Purchase Order or these General Terms constitutes the transfer of any IP Rights, the grant of a license or right of use of Scinus to Buyer, unless explicitly stated otherwise. Buyer is not allowed in any way to disassemble, decompile, reverse engineer, modify or otherwise change the Product(s) or any part thereof or let a third party do so.
- 12.2 If the Products infringe the IP Rights of third parties, Scinus has the right to demand that Buyer immediately ceases the use of the Products. Scinus furthermore has the right to modify the Products in such a way that they do not infringe the IP Rights of third parties any longer, without Buyer being entitled to any compensation on that account.

Article 13 – Term and termination of an Agreement

- 13.1 Scinus is allowed to terminate any Agreement, either in whole or in part, at any time. In such case, Scinus is obliged to reimburse Buyer the amount already paid prior to the termination of the Agreement. Scinus shall in no case be obliged to reimburse any additional costs and/or damages to Buyer.
- 13.2 Scinus is allowed to terminate any Agreement with immediate effect, either wholly or in part, without prejudice to all its other rights and remedies and/or its right to suspend its obligations under the Agreement and without any obligation to pay compensation of any kind whatsoever, if:
 - a. Buyer breaches its obligations as set out in the Agreement and/or these General Terms and is in default;
 - b. Buyer has been declared bankrupt, has filed a petition in its own bankruptcy, has been granted suspension of payments or has applied for suspension of payments and/or in the event of liquidation, dissolution or discontinuation of the Buyer's company's operations.
- 13.3 Buyer is allowed to terminate any Agreement, either in whole or in part, at any time. In such case, Buyer is obliged to reimburse Scinus all costs incurred and all damages suffered.
- 13.4 In case of any termination of an Agreement, all rights and claims Scinus might have or acquires against Buyer shall immediately become due and payable in full.
- 13.5 Any and all extrajudicial and/or judicial costs, including but not limited to all legal costs by Scinus, as a result of Buyer's non-performance, shall be charged to Buyer.
- 13.6 In case of any termination of any Agreement, regardless of the reason, the Articles 6, 8, 9, 10, 11 and 12 remain into force.

Article 14 – Miscellaneous

- 14.1 The Articles of any Agreement can be changed only in writing and with the consent of all concerning Parties, unless stated otherwise in these General Terms or explicitly stated otherwise in the Agreement concerned.
- 14.2 All obligations of Buyer under an Agreement with Scinus are non-transferable.
- 14.3 If a provision of these General Terms is invalid or is declared void, the validity of the other provisions will not be affected. Scinus will then replace the invalid provision by a valid provision that approximates the intention of the original provision as closely as possible.

Article 15 – Governing law and dispute resolution

- 15.1 These General Terms and any Agreement between the Parties are governed by Dutch law exclusively.
- 15.2 The Court of Midden-Nederland, location Utrecht, the Netherlands, will have exclusive jurisdiction over all disputes related to or arising from these General Terms or any Agreement between the Parties.