

General Terms and Conditions of Sale

(valid from April 01, 2026)

1 SCOPE AND CONCLUSION OF CONTRACT

- 1.1 These General Terms and Conditions of Sale ("**GTC**") shall apply to all business relationships (all legal transactions, deliveries, other services, and offers) between Mediscan GmbH & Co KG ("**MEDISCAN**") and its customers ("**Customers**") regarding the irradiation ("**Treatment**") of products ("**Products**," "**Goods**"). MEDISCAN is a subsidiary of Greiner AG – a complete list of Greiner AG companies is available at the following link: <https://www.greiner.com/en/greiner-group/locations/overview-of-all-locations/>. These GTC apply to all current and future contracts with Customers, even if no express reference is made to them.
- 1.2 Any deviation from or amendment to these GTC or any contract shall be effective only if signed in writing by an authorised representative of each party and shall only apply to the respective transaction. Failure to enforce a provision shall not be deemed as a waiver of that provision. Any deviating or conflicting terms and conditions proposed by the Customer shall only apply if expressly accepted in writing by MEDISCAN.
- 1.3 MEDISCAN may unilaterally amend these GTC at any time. Such amendments shall be communicated by sending or publishing the updated GTC at the following internet addresses: <https://www.mediscan.at/en/general-terms> and shall be deemed accepted on the date of transmission or publication, unless the Customer expressly objects within 14 days.
- 1.4 All offers from MEDISCAN (including price lists) are subject to change without notice unless expressly agreed otherwise in writing. An offer subject to these GTC shall only become effective upon written confirmation or upon execution of the respective order by MEDISCAN (the "**Acceptance**"). Emails also meet the written form requirement. For the purposes of this provision, the written form requirement shall be complied with if signed documents are (simply) electronically signed and transmitted (e.g. DocuSign, Adobe Sign). Any amendments or additions to the contract shall require written confirmation by the authorised representatives of both parties.
- 1.5 With respect to MEDISCAN, only the company named in the offer or Acceptance shall be the sole contracting party.

2 PRODUCT VALIDATION

- 2.1 In order to be able to treat the Products with the appropriate dose, product validation ("**Validation**") must be carried out. To perform Validation, the Customer must provide at least three (3) boxes or three (3) units of the respective Product free of charge. MEDISCAN is entitled, but not obliged, to check the condition and suitability for irradiation of the Products.
- 2.2 The result of the Validation will be made available to the Customer in the form of a validation report. MEDISCAN accepts no liability for the suitability of the Products for irradiation and/or the radiation dose specified in the validation report for the purpose intended by the Customer.
- 2.3 The Products used for Validation may receive a multiple of the dose and may no longer be suitable for further use. If the validated Products are returned to the Customer, all validated Products shall be marked as such and must be subjected to an appropriate quality check by the Customer before further use.
- 2.4 If MEDISCAN determines that the Products are in poor condition or are inherently unsuitable for irradiation or the agreed dose, MEDISCAN may withdraw from the contract without notice and without prejudice to any other claims of any kind. MEDISCAN and the Customer shall agree whether the non-treatable Products are to be returned to the Customer or destroyed by MEDISCAN. Unless otherwise agreed, the Customer shall bear all costs associated with the return or destruction of the Products (including any disposal and handling fees).

3 PRODUCT TREATMENT

- 3.1 MEDISCAN works exclusively in accordance with the specifications of the Customer or the results of the Validation. Irradiation is carried out by applying a specific radiation dose agreed in advance with the Customer. This agreement must be made in writing, specifying the exact description of the Goods to be irradiated. It does not constitute an assurance by MEDISCAN regarding the suitability of the Goods to be irradiated or the effect of the irradiation.
- 3.2 Any change to the Products, package size, contents, etc. may result in a change to the treatment parameters and must be aligned with MEDISCAN prior to treatment.

- 3.3 The service to be provided by MEDISCAN consists solely of applying the contractually agreed radiation dose, not of any result through changes or alterations in the properties of the Products.

4 DELIVERY CONDITIONS AND CONTRACT PERFORMANCE

- 4.1 The Customer must secure and package the Products on pallets and deliver them to the ramp of the respective MEDISCAN facility free of charge and at its own risk, and will collect them again at the same location.
- 4.2 The Customer is solely responsible for the transportation of the Products to MEDISCAN and for the return transport of the treated Products to the Customer. Damage during loading and unloading shall be borne by the Customer only. MEDISCAN is not obliged to take out transport insurance for the Goods.
- 4.3 The risk for the Products is only transferred to MEDISCAN when the Products have been taken over at the ramp of MEDISCAN. If the Customer ships the Products by post or other courier services, the risk is only transferred to MEDISCAN when the goods have been taken over physically by an authorized MEDISCAN employee. The Customer is obliged to notify MEDISCAN of any defects or damage to the Products and their packaging.
- 4.4 Products may only be delivered or collected on the days and at the times specified on the MEDISCAN website: <https://www.mediscan.at/en/unternehmen/standorte>.
- 4.5 Unless otherwise agreed, the place of performance is the MEDISCAN facility where the irradiation is carried out or the location specified in the offer.
- 4.6 Unless expressly agreed otherwise in writing:
- the Customer shall bear all transport, import, and export costs (including customs duties),
 - the Customer shall also be responsible for any necessary formalities (e.g., (product) registration or operating permits). MEDISCAN does not provide any warranty or guarantee for the permissibility of exporting the treated Products.
- 4.7 Delivery shall be subject to the GTC valid on the date of the Acceptance (Clause 1.4).
- 4.8 Delivery dates shall be considered non-binding unless a specific delivery date has been agreed in writing. Such date shall be deemed met if the Products have been shipped or made available for collection on time.
- 4.9 In the event of a delivery delay, the Customer must grant MEDISCAN a written grace period of at least four (4) weeks. Withdrawal from the contract shall only be permitted if the grace period expires without result. Compensation for delay shall only be granted in cases of intent or gross negligence on the part of MEDISCAN.
- 4.10 A failure or delay by the Customer to accept Products delivered by MEDISCAN shall not release the Customer from its payment obligation. MEDISCAN may store the Products at the Customer's risk and expense. If a request for collection remains unsuccessful, MEDISCAN shall be entitled to destroy or otherwise utilise the Products at the Customer's expense. Insurance shall only be provided upon request and upon the Customer's express request and subject to prior acceptance of all associated costs. If the Products are not accepted within 14 days of being offered, MEDISCAN may terminate the contract or demand compensation.
- 4.11 MEDISCAN reserves the right to make partial deliveries and provide partial services at any time, and may issue partial invoices accordingly. The Customer shall be duly informed.
- 4.12 The Customer is obliged to dispose of the packaging properly. Transport packaging from MEDISCAN will be disposable packaging that may not be returned to MEDISCAN. The Customer shall be responsible for properly disposing of such packaging at its own expense.
- 4.13 For deliveries to Germany, the Customer may return transport packaging to the delivering plant in accordance with § 15 of the German Packaging Act (VerpackG). All costs for delivery, logistics, and disposal shall be borne by the Customer. The Customer undertakes to contractually communicate these regulations to its clients/third parties (i.e., distributors at all commercial levels and end consumers).

5 TRANSFER OF RISK

- 5.1 The risk of accidental loss or damage to the Products shall transfer to the Customer in accordance with Clause 4. Any loss, damage to or destruction of the Products occurring after the risk has passed to the

Customer does not release the Customer from its obligations to pay the purchase price for the respective Products when due.

- 5.2 With the inspection stipulated in Clause 6.4, the price and performance risk is transferred to the Customer, regardless of any separately agreed pricing structure for the delivery.
- 5.3 If the Customer fails to accept or the acceptance of the Products is delayed due to circumstances that are within the sphere of the Customer, the risk shall pass upon proper contractual disposal. An unjustified refusal of Acceptance shall also result in the transfer of risk. In this case, delivery shall be deemed to have been made when the Products ready for shipment are offered for collection/dispatch. In this case, MEDISCAN shall be entitled to store the Products or to store the Products ready for shipment with third parties on behalf of and for the account of the Customer.

6 STORAGE AND INSPECTION

- 6.1 The Products will be stored free of charge for the duration of the Treatment. Longer storage requires an additional order to MEDISCAN, which only becomes effective after written confirmation of MEDISCAN.
- 6.2 MEDISCAN shall ensure that the Products are protected against mechanical damage, moisture, corrosion, and contamination.
- 6.3 Product-specific properties that must be observed during handling, packaging, storage, and/or shipping must be communicated to MEDISCAN in writing, otherwise any claims for damages in this regard will be excluded.
- 6.4 Acceptance takes place by collection of the Products at the ramp of the MEDISCAN facility. Upon acceptance, the risk is transferred to the Customer (see point 5.2). The Customer is responsible for loading the irradiated Products. The Customer is obliged to inspect the irradiated Products immediately (at the latest upon receipt of the irradiated Products at the Customer's premises) for externally visible damage, in particular to the packaging, and to list such damages in an acceptance report. Any subsequent claims for obvious damages are excluded.

7 PRICES, PAYMENT TERMS AND INVOICING

- 7.1 Unless otherwise agreed, all prices are net prices in EUR plus statutory VAT, other charges, packaging, transport and disposal costs, as well as handling fees. If MEDISCAN incurs such costs, it shall be entitled to pass them on to the Customer.
- 7.2 The Customer shall bear all customs duties, charges, and fees incurred in connection with the delivery and shall indemnify MEDISCAN against any associated costs and risks.
- 7.3 The purchase price is generally the price determined by MEDISCAN, or if no price has been set, the price according to the current price list at the time the order has been placed. Unless otherwise agreed in writing, cost estimates are provided without any guarantee of their accuracy.
- 7.4 Any discount granted by MEDISCAN shall apply solely to the expressly agreed service or delivery. No legal claim may be derived by the Customer from such discount.
- 7.5 MEDISCAN shall have the right to adjust the agreed prices if the manufacturing costs change by at least five percent (5%). Such changes may, in particular, relate to a) labour costs resulting from statutory provisions, regulations, collective bargaining agreements, or works agreements, or b) other cost factors essential to the Treatment, packaging, processing, delivery of the Products, or sales handling, such as material costs (e.g., changes in national or international raw material prices), energy prices, or exchange rates. Price adjustments shall be made to the extent that actual costs at the time of contract conclusion differ from those at the time of actual performance of the service, provided MEDISCAN is not in default. The Customer shall be notified of such adjustments at least four (4) weeks in advance. The adjustments shall be deemed accepted unless the Customer expressly objects within this period.
- 7.6 Invoices may be sent by mail or electronically.
- 7.7 All changes must be communicated in writing. Unless otherwise agreed in writing, payment shall be due within fourteen (14) calendar days from the invoice date, without deductions and free of charges, to the account designated by MEDISCAN.
- 7.8 Objections to invoices must be raised within thirty (30) calendar days of the invoice date; otherwise, they are deemed accepted.
- 7.9 Payment shall only be considered effected once the full amount has been irrevocably credited to MEDISCAN's designated account.
- 7.10 Rights of set-off and retention only apply to claims of the Customer that have been acknowledged in writing or established by final legal judgement.
- 7.11 In the event of late payment or a deterioration in creditworthiness, MEDISCAN may, without prejudice to any further rights, (i) withhold

deliveries or terminate contracts, (ii) demand advance payments or securities, (iii) charge default interest of 12% p.a. or, if higher, (iv) charge corresponding credit acquisition costs. In addition, the Customer shall bear all costs associated with debt collection.

- 7.12 MEDISCAN and the Customer agree on a lien in favor of MEDISCAN with regard to all Products delivered by the Customer under the terms of these GTC. The lien serves to secure outstanding and due claims of MEDISCAN against the Customer, regardless of the underlying legal basis, provided that they are related to the contractual claims arising from the irradiation of the Products for the Customer. Any realization of the lien shall be carried out in accordance with the statutory provisions. Any storage costs incurred as a result shall be borne by the Customer.

8 TAX PROVISIONS

- 8.1 For deliveries within the EU, the Customer is obliged to immediately inform MEDISCAN of its VAT identification number. If the VAT identification number submitted with the order subsequently becomes invalid or is changed, the Customer shall inform MEDISCAN without delay. Failure to comply entitles MEDISCAN to invoke its rights under Clause 8.4.
- 8.2 Tax exemption for intra-community deliveries or exports is only possible if the statutory requirements are met.
- 8.3 The Customer shall be obliged to submit all (transport) evidence, documents, and certificates to MEDISCAN in appropriate form, unsolicited and without delay, and to provide any additional written or verbal declarations upon request that are necessary to obtain VAT exemption for intra-community deliveries or exports.
- 8.4 If the Customer fails to comply with its obligation subject to Clause 8.3, MEDISCAN may immediately charge the statutory VAT, any applicable penalty interest, and late payment surcharges either with the purchase price or subsequently. MEDISCAN shall be fully indemnified and held harmless from any resulting disadvantages and damages. In particular, in the event of an audit by the tax authorities and subsequent denial of tax exemption, the Customer shall immediately pay the VAT subsequently and separately invoiced by MEDISCAN, along with any applicable penalty interest and late payment surcharges.
- 8.5 The Customer must inform MEDISCAN immediately if withholding tax is levied in the Customer's country of residence. Upon receipt of this information, MEDISCAN shall promptly provide all necessary documents required to obtain a tax reduction, exemption, or application of a zero tax rate. The Customer shall be responsible for ensuring that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner to enable the application of a reduced or zero withholding tax rate.
- 8.6 Any withholding tax chargeable to MEDISCAN shall, in all cases, be borne by the Customer.
- 8.7 The Customer shall be liable for any charges resulting from incorrect or misleading information provided.
- 8.8 Any future changes in tax or legal regulations shall be borne by the Customer; all taxes and duties arising from such changes shall be borne entirely by the Customer. The Customer shall ensure that these taxes are properly declared and paid.

9 INTELLECTUAL PROPERTY

- 9.1 The Customer acknowledges that all intellectual property rights to the developments, designs, engineering, samples, patents, trademarks, know-how, and the like (whether registered or not) remain with MEDISCAN – even in the case of joint development. No license is granted. The Customer shall not process, analyse, reproduce, or imitate the Treatment without MEDISCAN's prior written consent.
- 9.2 The Customer guarantees that any Products or information provided by it do not infringe the rights of third parties. This also applies to modifications made by MEDISCAN and approved by the Customer. MEDISCAN has no obligation to inspect or warn about provided Products and data. In the event of third-party claims due to actual or alleged infringement of intellectual property rights, the Customer shall fully indemnify and hold MEDISCAN harmless. This includes, in particular, direct and indirect damages, lost profits, reputational damage, as well as all costs and legal expenses. If such claims are asserted by third parties, MEDISCAN shall be entitled to immediately cease delivery and terminate the contract without granting a grace period.
- 9.3 The provisions of this Clause 9 shall continue to apply even after termination of the contract.

10 WARRANTY

- 10.1 MEDISCAN only warrants that the Products will be treated in accordance with the specifications provided by the Customer (dose in kGy) and that the recognized rules of technology and the legally prescribed safety regulations will be observed. MEDISCAN does not warrant that this dose is suitable for achieving the effect desired by the Customer.

- 10.2 Further warranties, in particular with regard to marketability, suitability for specific purposes, compliance with standards of countries other than the country of registered office of the MEDISCAN company with which the contract was concluded, or freedom from intellectual property rights, are excluded.
- 10.3 MEDISCAN shall not be liable for errors in the validation report, nor for errors in documents provided by the Customer to clients or users, even if these were authorised or approved by MEDISCAN.
- 10.4 The warranty shall be fulfilled at MEDISCAN's discretion by improvement, price reduction, or conversion. The warranty period is six (6) months from the moment the Products were made available at the ramp of MEDISCAN ("**Delivery**"). Warranty claims shall not apply in the event of improper use, storage, or modifications by third parties.
- 10.5 The Customer shall inspect the Products immediately upon Delivery. The Customer shall lose its warranty rights if it fails to notify MEDISCAN of any obvious defects immediately upon discovery, and at the latest within ten (10) calendar days from Delivery, or in the case of hidden defects, from the time they become detectable – while precisely specifying the nature of the defects.
- 10.6 MEDISCAN shall be granted a reasonable period (at least four (4) weeks) to improve the Products. The Customer shall bear the burden of proof for defects existing at the time of Delivery; any statutory presumption is excluded.
- 10.7 Warranty claims may not be assigned. Notification of defects does not release the Customer from the obligation to pay. Returns are permitted only with MEDISCAN's prior written consent. The Customer shall reimburse all costs incurred as a result of unauthorised returns.

11 LIABILITY

- 11.1 MEDISCAN shall be only liable in cases of intent or gross negligence. Liability is limited to 20% of the respective net order value of the respective contract. Any claims for damages beyond this limit are excluded.
- 11.2 MEDISCAN shall not be liable, in particular, for: loss of profit, production downtime, business interruption, data loss or third-party claims, indirect or consequential damages, financial losses, damages due to the infringement of third-party intellectual property rights, damages resulting from any modifications to and/or improper use of Products or documentation by the Customer.
- 11.3 Mandatory statutory claims, in particular in cases of injury to life, body, or health, as well as cases in which MEDISCAN is subject to broader statutory liability, are excluded from this limitation of liability.
- 11.4 Claims for damages against MEDISCAN shall become time-barred six (6) months after the date on which the damage and the damaging party become known. Assignment of claims for damages is excluded.
- 11.5 The Customer waives any recourse claims arising from product liability and shall indemnify and hold MEDISCAN harmless in this regard.
- 11.6 Joint and several liability with other MEDISCAN companies is excluded. Contractual claims may only be asserted against the MEDISCAN entity with which the contract was concluded.
- 11.7 The Customer undertakes to indemnify and hold MEDISCAN and its affiliated companies (including their executive officers, members of corporate bodies, shareholders, partners, freelancers, and subcontractors) harmless from all claims, liabilities, demands, compensation claims, and expenses (inter alia reasonable legal fees and litigation costs) arising directly or indirectly from third-party claims in connection with the
- improper or unauthorised use of the Products delivered to the Customer,
 - unlawful handling or negligent or intentional mishandling by the Customer of the Products delivered to the Customer or further to third parties,
 - a failure to exclude or limit MEDISCAN's liability or recourse in the manner set forth in these GTC or any contract subject to these GTC (except to the extent that such liability or recourse cannot be excluded or limited under applicable law), or
 - the use or further distribution of the Products in violation of the provisions of these GTC or any contract subject to these GTC. Upon request, proof of liability insurance must be provided.

12 REGULATORY DECLARATION

- 12.1 The Customer shall comply with the obligations arising from its role as an economic operator under Regulation (EU) No. 2017/746 ("**IVDR**") and Regulation (EU) No. 2017/745 ("**MDR**") and/or local regulations.
- 12.2 MEDISCAN provides irradiation and sterilization services exclusively for Products provided by the Customer. MEDISCAN is neither a

manufacturer nor an authorized representative, importer, or distributor, for example, as a sterilizer of systems/treatment units/procedure packs, or reprocessor within the meaning of the IVDR or MDR. Regulatory responsibility for the Products, including their conformity and classification, lies exclusively with the Customer. MEDISCAN accepts no responsibility for the suitability or IVDR/MDR conformity of the Products delivered to the Customer.

13 CONFIDENTIALITY

- 13.1 All information disclosed by MEDISCAN to the Customer or otherwise made available to the Customer in the course of the contractual relationship ("**Confidential Information**") shall be deemed confidential unless expressly marked as non-confidential or is clearly not of a confidential nature – for instance, if it is already publicly available. All rights to the Confidential Information remain with MEDISCAN.
- 13.2 Confidential Information may only be used for the performance of the contract and shall not be disclosed to third parties without prior written consent. Exceptions apply solely to information that was lawfully known prior to disclosure, publicly accessible, or lawfully received from third parties.
- 13.3 The confidentiality obligation shall survive the termination of the contract. Confidential Information must be destroyed upon request or at the latest upon termination of the contract, to the extent legally possible. Any publication requires prior consent of MEDISCAN.

14 DATA PROTECTION

- 14.1 The Customer acknowledges that, within the scope of the cooperation, in particular for contract execution, administration and invoicing, MEDISCAN collects, processes and stores personal data of the Customer or other involved third parties as well as their contact persons in compliance with applicable data protection laws, regulations, and other legal provisions. Where organisationally necessary, such data may be transferred to affiliated companies or third parties acting as processors.
- 14.2 Detailed information regarding the categories of data, purposes of processing, legal basis, etc., is outlined in the Privacy Notice – available in the currently valid version on <https://www.mediscan.at/en/privacy>.
- 14.3 If the delivery or service of the Customer also constitutes data processing on behalf of MEDISCAN, the Customer and MEDISCAN shall additionally enter into a written data processing agreement that complies with the requirements of applicable data protection laws, regulations, and other provisions, and at a minimum contains the elements required under Article 28 of the GDPR.

15 COMPLIANCE

- 15.1 The Customer undertakes to comply with the currently valid version of the Greiner Code of Conduct, available at https://www.greiner.com/fileadmin/CONTENT/Greiner/PDFs/EN/Greiner_Code_of_Conduct.pdf, as well as all applicable laws and regulations of those countries that are relevant for the contractual service. This includes, in particular, the applicable antitrust, competition, anti-corruption and data protection laws and, in any case, the US Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010, as amended from time to time.
- 15.2 If the Customer has its own code of conduct, MEDISCAN shall be free to approve the equivalence of this code of conduct instead of the Greiner Code of Conduct in advance in writing (by e-mail).
- 15.3 If the Customer becomes aware of a breach of the aforementioned provisions, it must inform MEDISCAN immediately in writing and cooperate in the investigation of the breach at its own expense. The MEDISCAN whistleblowing platform <https://www.tell-greiner.com/Home/Start> is also available as a reporting channel.
- 15.4 Neither the Customer nor the persons acting on its behalf, in particular executives, board members, employees or representatives, may accept unauthorized payments and/or gifts in direct or indirect form or make or even offer them to third Parties, including their executives, board members, employees or representatives or to public officials, representatives of a government agency or authorities or to political parties or their candidates. The Customer undertakes to ensure that its own Customer or subcontractors comply with at least comparable principles.
- 15.5 MEDISCAN reserves the right to audit compliance with the Code of Conduct and all relevant laws itself or through an independent third party, whereby the business secrets of the Customer shall be protected. MEDISCAN shall bear the costs for this.
- 15.6 In the event of non-compliance, MEDISCAN may terminate the contract in writing (by email) with immediate effect. The assertion of any claims for damages or other claims by the Customer shall be excluded in this case.

16 SANCTIONS

- 16.1 Both Parties are aware that sanctions and/or embargoes or the like ("**Measures**") may apply to territories, countries, legal entities and/or natural persons under various jurisdictions (e.g. US law, EU law, national law). Both Parties undertake to (i) conduct sufficient due diligence and closely monitor their own customers at all times, (ii) ensure that they do not supply products to entities and/or territories subject to such Measures, and (iii) not otherwise violate any applicable Measures that would expose either Party and/or its affiliates to export or sanctions penalties.
- 16.2 Both Parties mutually confirm that they have established an effective compliance system to ensure adherence to the Measures in their respective companies. In addition, the Customer guarantees that all delivery items purchased from MEDISCAN will not be used for the manufacture of armaments and/or weapons.
- 16.3 The Customer may not export or re-export delivery items that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Regulation (EU) No. 76 5/2006 to the Russian Federation and/or the Republic of Belarus. Likewise, the Customer may not directly or indirectly sell, export or re-export delivery items if these delivery items are intended for use in the Russian Federation and/or the Republic of Belarus.
- 16.4 The Customer must ensure that the purpose of the clauses 16.1 and 16.5 is not frustrated by third parties, including resellers. The Customer must also establish and maintain an appropriate monitoring mechanism to detect third party conduct that would frustrate the purpose of the clauses 16.1 and 16.5.
- 16.5 MEDISCAN shall not be obliged to fulfill this contract and/or a delivery obligation if obstacles arise due to national or international foreign trade, customs or other Measures. The Customer shall provide all necessary declarations and documents that are relevant for the issuance of the required export licenses. If an export license cannot be issued, replacement delivery items shall be mutually agreed, whereby any additional costs for this shall be borne by the Customer. Claims against MEDISCAN due to delayed or revoked export licenses are excluded.
- 16.6 Any breach of the clauses 16.1, 16.3 and/or 16.4 shall constitute a material breach of a material term of the Agreement and MEDISCAN shall be entitled to seek appropriate remedies, including but not limited to:
 (i) termination with immediate effect of all individual agreements that are the subject of this Agreement; and/or
 (ii) the right to claim a contractual penalty in the amount of five (5) % of the total annual value of the relevant Individual Agreement subject to this Agreement or EUR 25,000, whichever is higher.
 In addition, the contracting Party shall immediately notify MEDISCAN in writing of any imminent or actual violations of penalty provisions pursuant to the Measures or other problems in the application of the clauses 16.1, 16.3 and 16.4 and provide the relevant documents.
- 16.7 Unless otherwise required by applicable mandatory law, the Customer undertakes to fully indemnify and hold harmless MEDISCAN and its affiliates (including their officers, directors, shareholders, partners, independent contractors and subcontractors) from and against all claims, demands, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this clause 16 by the Customer. In the event of legal action, the Customer shall be obliged to pay MEDISCAN's reasonable legal fees and costs in advance.

17 FORCE MAJEURE

- 17.1 During the existence of events beyond MEDISCAN's control (e.g., natural disasters, war, labour disputes, cyberattacks, traffic and operational disruptions, fire and explosion damage, production interruptions at MEDISCAN's plants or at the plants of suppliers or subcontractors, failure of suppliers or subcontractors, government import and export restrictions, unavailability of fuels, energy, raw materials, deliveries or means of transport, epidemics or pandemics, or public decrees) that hinder or prevent the fulfilment of contractual obligations ("**Force Majeure Event**"), MEDISCAN shall be released from its contractual obligations for the duration of the event. This also applies if a Force Majeure Event occurs at a supplier or logistics partner of MEDISCAN, and MEDISCAN is therefore unable to fulfil its contractual obligations. Payment obligations shall remain unaffected.
- 17.2 MEDISCAN shall notify the Customer in writing within seven (7) days of becoming aware of the occurrence of a Force Majeure Event, specifying the nature and expected duration of the performance disruption, and shall endeavour to resume performance. If the event persists for more than one (1) month, MEDISCAN may withdraw from or terminate the contract without any claims for damages arising. Any subsequent deliveries shall be made by mutual agreement.
- 17.3 MEDISCAN shall only be required to fulfil its obligations affected by the Force Majeure Event after the event has ended. Such an extension of

time shall not affect the term of any contract between MEDISCAN and the Customer subject to these GTC.

18 TERMINATION

- 18.1 MEDISCAN may terminate continuing obligations with one (1) month's notice. Extraordinary termination is possible in the event of material breaches of contract by the Customer or in the event of an economic deterioration on the part of the Customer that jeopardizes its ability to fulfil its contractual obligations.
- 18.2 In the event of termination of the contract pursuant to Clause 18.1, MEDISCAN shall in any case be entitled to claim all payments and costs incurred up to the date of termination from the Customer. In the event of termination for good cause, the net order value minus saved costs and indemnification for damages resulting from such early termination shall be compensated. There is no entitlement to compensation for unamortised investments.

19 LEGAL SUCCESSION AND ASSIGNMENT

- 19.1 The parties are obligated to transfer the contractual obligations, including the obligations arising from these GTC, to their legal successors. Assignments require the prior written consent of MEDISCAN (which may not be unreasonably withheld).
- 19.2 MEDISCAN may transfer rights and obligations to affiliated companies by written notice.

20 MISCELLANEOUS

- 20.1 **MILITARY NON-USE DECLARATION:** The Customer hereby guarantees that the Products will not be used for the development, manufacture, handling, operation, maintenance, storage, detection, identification, or dissemination of weapons or military equipment. The Customer undertakes not to resell or transfer the Products supplied by MEDISCAN to third parties who do not comply with the same obligation. This also applies to any subsidiaries, representatives, and affiliated companies with which the Customer cooperates. In the event of indications of non-compliance, MEDISCAN reserves the right to terminate the delivery to the Customer at any time and with immediate effect by providing written notice to the Customer. In this case, the Customer shall not be entitled to assert any statutory and/or contractual claims, such as claims for damages and/or compensation.
- 20.2 MEDISCAN and all companies in which MEDISCAN directly or indirectly holds at least 50% of the shares are entitled to offset any due and undue, including future, claims that MEDISCAN has against the Customer or that the Customer has against MEDISCAN.
- 20.3 No partnership, company, or joint venture is established between MEDISCAN and the Customer. Neither party shall be authorised to act as representative of the other party or to enter into any obligations on its behalf.
- 20.4 MEDISCAN assumes no liability towards third parties based on these GTC or any contract governed by them.
- 20.5 These GTC and the contract governed by them constitute the entire agreement between the parties with respect to their subject matter and supersede all prior or contemporaneous written or verbal agreements and understandings relating thereto.
- 20.6 MEDISCAN is entitled to use the name of the Customer as a reference client. The Customer may revoke this consent at any time; However, the legality of the previous references remains unaffected.
- 20.7 Should individual provisions of these GTC or of a contract governed by them are or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision or the gap shall be replaced by an appropriate, effective and enforceable provision that, as far as legally possible, most closely reflects what the Customer intended or would have intended in accordance with the purpose and meaning of the contract subject to these GTC, if they had taken this Clause into account.
- 21 APPLICABLE LAW AND JURISDICTION/ARBITRATION AGREEMENT**
- 21.1 These GTC and the underlying contracts shall be governed exclusively by Austrian law, unless the registered office of the contracting MEDISCAN company and the registered office of the Customer are located in the same country. In this case, these GTC and all contracts concluded between MEDISCAN and the Customer shall be governed exclusively by the law of the country in which both parties have their registered offices. The application of conflict-of-law rules, the UN Convention on Contracts for the International Sale of Goods (CISG), and comparable international agreements is excluded.
- 21.2 If the registered office of the Customer is located within the European Union and the registered office of the contracting MEDISCAN company and the registered office of the Customer are located in the same country, the exclusive place of jurisdiction for MEDISCAN and the

Customer shall be the competent court at the registered office of the contracting MEDISCAN company.

- 21.3 If the Customer's registered office is located within the European Union and the registered office of the contracting MEDISCAN company and the Customer are not located in the same country, the competent court for commercial matters in Vienna, Austria, shall be the exclusive place of jurisdiction for the contracting MEDISCAN company and the Customer.
- 21.4 If the Customer's registered office is located outside the European Union, all disputes arising from or in connection with these GTC and all contracts concluded between the contracting MEDISCAN company and the Customer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one (1) arbitrator, or, if the

value in dispute exceeds EUR 5,000,000.00, by three (3) arbitrators appointed in accordance with said Rules. The place of arbitration shall be Vienna, Austria. The arbitral tribunal shall decide in accordance with Austrian substantive law, excluding the UN Convention on Contracts for the International Sale of Goods and all conflict-of-law and referral rules. The language of arbitration shall be German. If the contract is drawn up in a language other than German, English shall be deemed the agreed language of the arbitration.

- 21.5 MEDISCAN reserves the right to bring claims before the court competent for the Customer.