

General Terms and Conditions of Sale and Delivery

Scope of application

1.1. These General Terms and Conditions of Sale and Delivery (“General Terms and Conditions”) apply to all products and services, with or without charge, offered or provided by CODAN ARGUS AG, Oberneuhofstrasse 10, 6340 Baar/ZG, Switzerland, CHE-107.226.362 (“CODAN ARGUS”). The General Terms and Conditions in their entirety are an integral part of each contract formation. Any conditions of the Customer to the contrary are expressly excluded.

1.2. The current and binding version of the General Terms and Conditions is available on the homepage www.codancompanies.com. They shall be deemed an integral part of the contract when the order is placed and shall also remain valid for all further, future offers and deliveries of CODAN ARGUS.

2. Offers and contract conclusion

2.1. All offers by CODAN ARGUS are non-binding.

2.2. A contract shall only come into existence upon the issuance of a written order confirmation (in letter form, by e-mail or fax) by CODAN ARGUS or through delivery. Only the order confirmation by CODAN ARGUS shall be decisive for the scope of services. Amendments and/or supplements must be confirmed in writing by CODAN ARGUS.

3. Prices

Unless otherwise agreed, all prices are net, EX WORKS (Incoterm 2020) in Swiss Francs and exclusive of freight, insurance costs, taxes, duties, packaging, assembling, installation or initiation.

4. Deliveries

4.1. The estimated delivery dates shall result from the order confirmation of CODAN ARGUS. All delivery dates and delivery periods shall serve as a guide and shall only be deemed binding if CODAN ARGUS has expressly designated them as binding in writing.

4.2. The transfer of the goods (EXW CH-6340 Baar/ZG) to the freight forwarder or the notification to the Customer that the goods are ready for collection shall be deemed to be delivery to the Customer and, irrespective of any shipping conditions of the freight forwarder, benefit and risk shall pass to the Customer from this point in time

4.3. CODAN ARGUS is entitled to make partial deliveries and/or provide partial services.

4.4. If the Customer does not accept the ordered products, CODAN ARGUS is entitled to withdraw from the contract and to claim damages for non-performance. Any products and/or any equipment must be returned to CODAN ARGUS no later than 20 days after the corresponding request. The costs for the return shall be borne by the Customer. The Customer shall be liable to CODAN ARGUS for all additional processing, storage or other costs



incurred as well as for the risk of loss in connection with the ordered products or their delivery. CODAN ARGUS is also entitled to withhold further deliveries from other sales contracts.

5. Payment Terms

5.1. Unless otherwise agreed, all payments have to be effected by advance payment or by irrevocable letter of credit confirmed by a reputed Swiss Bank. The invoice amount has to be paid net without deductions.

5.2. After expiry of the payment period, the Customer shall be in default without further reminder and a default interest of 5 percent per year shall be owed for any overdue amounts.

5.3. CODAN ARGUS reserves the right to carry out a credit check and to make the performance of the contract dependent on the results thereof. In case of doubts regarding the Customer's creditworthiness, all claims resulting from the whole business relationship shall become due immediately.

5.4. A payment shall only be deemed to have been made when CODAN ARGUS can freely dispose of the full amount. Any bank charges shall be borne by the Customer.

5.5. In the event of full or partial non-payment of the purchase price, CODAN ARGUS reserves the right (at its own discretion and without prejudice to other legal remedies to which it is entitled) to suspend delivery, withdraw from the contract and/or sell goods that have not yet been delivered but are ready else-where, offsetting the proceeds against the price owed by the Customer. In this case, the Customer undertakes to immediately pay any remaining amount owed to CODAN ARGUS. All costs incurred by CODAN ARGUS in connection with this shall be borne by the Customer.

5.6. The Customer is not entitled to offset any counterclaims against claims of CODAN ARGUS.

6. Retention of title

Delivered products shall remain the property of CODAN ARGUS until full payment has been received. CODAN ARGUS is entitled to make a corresponding entry in the retention of title register according to Art. 715 ZGB [Zivilgesetzbuch – Swiss Civil Code].

7. Defects and complaints

7.1. Customer shall at its own expense examine each shipment/delivery of products and shall notify CODAN ARGUS within 14 (fourteen) days of receipt of the relevant shipment of (i) any discovered defective products based on the relevant Specification together with a written indication of the nature of the defect and/or (ii) any shortage in the quantity of the products in the shipment based on the relevant purchase order. Notifications of defects must be made by registered letter.

7.2. If Customer fails to notify CODAN ARGUS within such 14 (fourteen) days, the shipment/delivery shall be deemed as accepted in all respects. Defects not able to be discovered during such examination but later discovered ("hidden defects") shall be notified to CODAN ARGUS within five (5) Business Days after they are discovered. With the notification of defects, CODAN ARGUS obtains the right to have the notified defect or damage checked by its own employees or experts.



7.3. The Customer is not entitled to withhold payments in full or in part for products or services complained about.

8. Warranty and liability

8.1. The warranty period is 2 (two) years from the date of invoice and 90 days for components (batteries are excluded from any claims). Within the warranty period and upon due notice to CODAN ARGUS that the shipment/delivery contains defective PRODUCTS based on the specification or has a shortage in the quantity of products based on the relevant purchase order, CODAN ARGUS will promptly investigate its records or in case of defective products its samples and if CODAN ARGUS confirms that the shipment contains defective products or contains a shortage in the quantity of products, Customer shall at CODAN ARGUS's sole discretion either return to CODAN ARGUS or dispose of all defective products and CODAN ARGUS shall deliver replacement quantities of products for such defective products or supply the missing quantity of products at its own expense or, if not able to replace or to supply, credit Customer's account accordingly. All products are warranted against defects in materials and workmanship only if they occur within the time period specified for a particular product. Any warranty is excluded if the fault/defective materials does result from abuse, misapplication, involvement of unauthorized third parties for maintenance or repair work or use with accessories not originating from CODAN ARGUS.

CODAN ARGUS reserves the right to request further information on the reported products (history files, photos, etc.). The warranty acceptance is always done by CODAN ARGUS. The cost for labour at CODAN ARGUS's location will be borne by CODAN ARGUS. Freight costs to CODAN ARGUS will be borne by the Customer and return freight costs to Customer by CODAN ARGUS. In no event shall CODAN ARGUS be liable for claims which exceed the scope of warranty described.

CODAN ARGUS is entitled to specify the warranty period for each PRODUCT and the Customer undertakes to pass on the warranty period specified in this manner to its customers. The Customer also agrees to offer at least the same warranties to its customers as CODAN ARGUS grants for the specific products.

All work and expenses which exceed the scope of warranty are subject to a charge.

If the end customer requests warranties such as warranty extensions that exceed the warranty of CODAN ARGUS, the Customer shall assume such extensions without extending CODAN ARGUS 's warranty.

8.2. CODAN ARGUS shall be liable within the scope of the legal product liability for personal injury or property damage, which is due to a defective product.

8.3 In all other respects all further warranty rights and any further contractual or non-contractual liability, in particular for direct and indirect consequential damages, for losses of production, losses of profit and any other indirect losses whatsoever, are hereby excluded. This waiver also applies to unlawful intent or gross negligence on the part of auxiliary persons.

9. Intellectual Property Rights (IPR)

CODAN ARGUS has certain IPR in its products and CODAN ARGUS's products contain proprietary information of technical and non-technical nature, related know-how, trade secrets or proprietary technologies that



may be also protected by patents. With any purchase, the Customer acquires ownership in the products (transfer of possession) but no other rights, including but not limited to IPR, associated with the products. In particular CODAN ARGUS reserves all commercial and intellectual property rights related to the sale, manufacturing, processing and the composition of the products.

10. Quality Management System

Customer shall run and maintain throughout the term of the transactions contemplated between the parties a qualified Quality Management System (QMS) that complies with all applicable laws. If the Customer concludes a separate agreement on Quality Management and/or Quality Assurance, the provisions therein shall apply. Otherwise, the Customer's QMS shall at least provide for the following:

- Adequate Customer support in case of recall
- Storage of traceability report for at least 10 years from the date of installation of the products
- CODAN ARGUS's right to control traceability at any time
- Customer agrees to register the product if required by local law at its own expense
- Documents required to distribute and market the products shall be translated into the official language of the territory by CODAN ARGUS or by a certified translation agency approved by CODAN ARGUS at Customer's own expense
- Customer is not entitled to change the intended use of the products.

11. Customer Service

Customer shall run and maintain throughout the term of the transactions contemplated between the parties a qualified Customer Service System that complies with all applicable laws and is in full accordance with the official service manual of CODAN ARGUS. The qualified Customer system shall provide, among other things, for the following.

- Adequate customer support and after-sales service
- Compliance with CODAN ARGUS's service instructions for all products
- Technical service and maintenance in accordance with the official CODAN ARGUS service manual - Support of CODAN ARGUS within voluntary and involuntary programs

12. Code of Conduct

Customer shall strictly comply with all applicable international, national and local regulations, codes and other rules governing such activities, including without limitation the OECD Convention on combating bribery of foreign public officials in international business transactions ("OECD Convention") and CODAN's code of conduct, in particular interactions with healthcare professionals.

13. Court of jurisdiction and applicable law

Any disputes shall be subject to the exclusive jurisdiction of the ordinary courts at the headquarter of CODAN ARGUS, currently in Baar/ZG Switzerland. Irrespective of the foregoing, CODAN ARGUS is unilaterally entitled to prosecute the Customer at any other competent court. Swiss law shall apply; the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) shall be excluded.



14. Final provisions

14.1. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. To the extent allowable under the law applicable, the parties agree in good faith to replace any such invalid provision by a lawful provision having proximate economic effect. This applies correspondingly for completion of contractual gaps.

14.2. CODAN ARGUS reserves the right to change the General Terms and Conditions at any time. For contracts that were concluded before the amended General Terms and Conditions came into force, the previous General Terms and Conditions shall also apply after the amended General Terms and Conditions have come into force.

14.3 Customer shall not assign any rights or obligations under these Terms and Conditions or any agreement without the prior written consent of CODAN ARGUS. Customer hereby waives any and all rights to offset existing and future claims against any payments due for products sold under these Terms and Conditions or under any other agreement that Customer and CODAN ARGUS may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Customer or on its behalf. CODAN ARGUS is allowed to assign any rights or obligations under these Terms and Conditions and any Agreement to its affiliates or to any third party.

14.4 Unless expressly stated otherwise neither party's rights shall be prejudiced or restricted by any indulgence or forbearance extended by such party or by any delay in exercising or failure to exercise any right and no waiver by either party of any breach shall operate as a waiver of any other or further breach, whether of a like or different character.

14.5 Except for non-confidential documentation provided to Customer for distribution with a corresponding product, Customer acknowledges that all technical, commercial and financial information disclosed or made available to Customer by CODAN ARGUS is the confidential information of CODAN ARGUS. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the transactions contemplated between Customer and CODAN ARGUS.

14.6 If so requested in writing by CODAN ARGUS and upon expiry or termination of the transactions contemplated between the parties, the Customer shall immediately return to CODAN ARGUS or destroy all Confidential Information, including all copies made thereof in writing or in electronic form.

General Terms and Conditions of Sale and Delivery of CODAN ARGUS AG,
Effective June, 2022