

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALES medmix Switzerland Ltd

These Terms and Conditions can be found on the Internet under www.medmix.swiss.

1. General

1.1 The agreement between medmix Switzerland Ltd ("SUPPLIER") and the ordering entity ("BUYER") for products to be delivered by the SUPPLIER and any services to be rendered ("PRODUCTS") shall only be legally binding to the extent of the terms of the SUPPLIER's written order acknowledgement ("SUPPLIER AGREEMENT").

1.2 Unless otherwise agreed upon in writing, the written order acknowledgement issued by the SUPPLIER as well as the present General Terms and Conditions of Sale and Delivery shall exclusively govern the SUPPLIER AGREEMENT. Any conflicting terms and conditions by the BUYER shall hereby be rejected to their fullest extent without requiring any specific or additional statement of rejection. These General Terms and Conditions for Sale and Delivery shall also apply to repeat orders and subsequent supplies. The SUPPLIER AGREEMENT shall consist of the following documents, whereby, in the event of any contradictions or inconsistencies, the following order of precedence shall apply:

(1) Written order acknowledgement issued by the SUPPLIER;

(2) SUPPLIER's quotation;

(3) SUPPLIER's system drawings;

(4) SUPPLIER's specifications;

(5) These General Terms and Conditions for Sale and Delivery;

(6) Written order placed by the BUYER.

1.3 Any cancellation of or amendments to the SUPPLIER AGREEMENT shall be excluded unless authorized by the SUPPLIER in writing.

2. Delivery

2.1 The PRODUCTS shall be delivered ex works (INCOTERMS 2020) from the SUPPLIER or from a company affiliated with the SUPPLIER.

2.2 The delivery deadlines and dates shall be approximate and shall not be considered to be legally binding, unless the SUPPLIER AGREEMENT expressly includes a binding delivery date. The delivery shall be considered completed from such point in time in which the goods are made available ex works (INCOTERMS 2020), or upon notification of readiness for shipment. Partial deliveries

shall be permitted. If the PRODUCTS cannot be shipped for reasons beyond the SUPPLIER's reasonable control, the PRODUCTS shall be stored at the cost and the risk of the BUYER.

2.3 Any liability on the part of the SUPPLIER for late delivery of the PRODUCTS shall be excluded to the extent permitted by law.

3. Price and Payment

3.1 The sales price for the PRODUCTS shall be payable within 30 days after the date of invoice and shall be paid in the invoiced currency. The sales price shall be ex works and shall not include customs duties, taxes or any other fees.

3.2 The BUYER's right to set-off shall be excluded.

3.3 The payment due dates must be met even if transport, delivery or acceptance of the delivered PRODUCTS are delayed or made impossible for reasons beyond the SUPPLIER's reasonable control.

4. Transfer of Ownership, Risk of Loss or Damage

4.1 Title to the PRODUCTS shall be transferred to the BUYER upon SUPPLIER's receipt of the sales price in full.

4.2 The risk of loss or damage to the PRODUCTS shall be transferred to the BUYER in accordance with the delivery terms ex works (INCOTERMS 2020).

5. Warranty

5.1 The SUPPLIER warrants for a period of 12 (twelve) months after the date of delivery ex works (INCOTERMS 2020) ("WARRANTY PERIOD") that the PRODUCTS will be free from defects in material and workmanship and will comply with the SUPPLIER's system drawings. PRODUCTS used by the BUYER shall be deemed to be accepted. For repaired or replaced PRODUCTS, a new warranty period of 3 (three)

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months after the date of delivery ex works (INCOTERMS 2020) shall apply, however not exceeding 12 (twelve) months, calculated as of the date of initial delivery.

5.2 The warranty shall not apply in the event of improper handling or storage of the PRODUCTS, in the event the PRODUCTS are combined with products from third parties (in particular, with copies of the PRODUCTS), in the event of normal wear and tear, or for any other reasons which are beyond SUPPLIER's reasonable control. In case the PRODUCTS are handled duly, stored at a humidity of 50-60% and a temperature of 15-25°C and protected from damaging climatic conditions (e.g. effects from UV radiation) a life and functionality expectation of 2 years may be assumed.

5.3 Except as set forth in this Article 5, the SUPPLIER shall neither warrant nor be held liable for any of the PRODUCTS' properties, including but not limited to their suitability for any particular purpose or for a specific quality. Furthermore, any rights, remedies, claims and demands on the part of the BUYER, including but not limited to cancellation, termination, price reduction and claims for damages shall be excluded to the maximum extent permitted by law. The SUPPLIER's liability for third party' auxiliary performance in connection with the SUPPLIER AGREEMENT shall be excluded to the extent legally permissible.

6. BUYER'S Responsibilities and Indemnification

6.1 The BUYER accepts its sole responsibility for fulfilling the fundamental regulatory requirements as well as for ensuring the suitability of the PRODUCTS for their intended purpose, in particular with regard to the PRODUCTS' compatibility with the contents (e.g., chemical compounds, adhesive compounds, etc.), the mechanical, hydraulic and chemical properties of the PRODUCTS (e.g., processing properties, shelf life, mixing capacity and quality, etc.), biocompatibility, sterility of the PRODUCTS or any other medical or technical effects or properties of the PRODUCTS and the end products manufactured using said PRODUCTS. The BUYER shall be obligated to instruct its customers and the end users with regard to the properties, the use and the risks of the PRODUCTS in a legally compliant manner.

6.2 If the PRODUCTS are integrated as parts or accessories in medical products within the meaning of the respective applicable law, or should they be combined with medical products, it shall be the BUYER's sole responsibility to fulfil any and all regulations associated with such medical products. The BUYER shall particularly bear the sole responsibility for fulfilling the obligations towards its customers, end users, patients and government authorities.

6.3 The BUYER shall forthwith indemnify, release and hold harmless the SUPPLIER, including its affiliates and their directors, officers and employees from any claims asserted by third parties for damages, costs and expenses (including legal fees) in connection with the further processing and use of the PRODUCTS, the PRODUCTS' integration in or their combination with medical products or with any other products, or in association with the distribution, marketing, sale and use of the end products. In the event that by a final and binding judgment of a court of competent jurisdiction, the SUPPLIER is held liable in accordance with the

applicable product liability laws, the SUPPLIER shall absorb its share of liability from the third party claims accordingly.

6.4 The BUYER shall be obligated to include the SUPPLIER in its liability insurance policy for damages associated with the PRODUCTS to the extent of the indemnification pursuant to Article 6.3 above, which is to be combined with a waiver of subrogation and regress to the benefit of the SUPPLIER. Upon request, proof of said insurance cover is to be certified in the manner customary for the trade.

7. Overall Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE, INTERRUPTION OF PRODUCTION, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, ANY AND ALL COSTS RELATING TO DELAY, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS BY THE BUYER'S CUSTOMERS FOR SUCH DAMAGES, IN CONNECTION WITH THIS CONTRACT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY.

THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND SELLER'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE NET VALUE OF THE PRODUCTS DELIVERED, WHICH WERE THE CAUSE OF THE DAMAGE OR TO CHF 25'000 (TWENTY FIVE THOUSAND SWISS FRANCS) WHICHEVER IS HIGHER, UNLESS CLAIMS ARISE FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE SELLER.

8. Force Majeure

8.1 The SUPPLIER's liability shall be excluded in the event of force majeure, such as but not limited to, war, riots, fire, floods, labor disputes, acts of government, coincidence, acts of the BUYER or of one of its customers, transport difficulties, problems with delivery of raw materials or any other causes beyond SUPPLIER's reasonable control, irrespective of whether such acts of force majeure occurred at the SUPPLIER, the BUYER or a third party.

8.2 In the event of an act of force majeure, the delivery date shall be extended for the duration of the delay caused by said act of force majeure. Should the condition of force majeure last longer than three months, both the SUPPLIER and the BUYER may terminate the SUPPLIER AGREEMENT in writing giving seven days prior written notice for the delivery of PRODUCTS not yet completed. In such event, the BUYER shall be responsible for payment of the unpaid portion of the delivered PRODUCTS. Any remaining obligations to perform on either part shall no longer apply.

9. Intellectual Property and Know-how

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Any and all intellectual property, including the know-how required to design, manufacture and deliver the PRODUCTS, shall remain the sole property of the SUPPLIER. Subject to the mandatory rights under any applicable intellectual property laws, the BUYER shall not be granted any rights to intellectual property or know-how.

10. Compliance, Customs, Exports and International Trade

- 10.1. The parties shall comply with all applicable laws, statutes, regulations, and ordinances including, but not limited to, laws pertaining to antitrust matters, corruption, export control, sexual harassment. Each party acknowledges and agrees that it will not, directly or through any intermediary, commit any bribery or acts of corruption as defined in any applicable laws including, but not limited to, the Foreign Corrupt Practices Act, by giving, offering or promising to give any money or any other thing of value to any government official, nor to any political party, official or candidate for the purpose of influencing any official act or decision of such persons in its official capacity or for the purpose of inducing such person to use its official capacity to influence any act or decision of the government or any instrumentality thereof in order to obtain or retain business related to the SUPPLIER AGREEMENT.
- 10.2. The Parties shall comply with all applicable trade control laws, including those related import, export control, and sanctions compliance.
- 10.3. BUYER shall not transfer any PRODUCT either directly or indirectly through any intermediary to a destination or person subject to sanctions imposed by Switzerland, the European Union, the United Kingdom, the United States, or other applicable jurisdictions, including, but not limited to, Cuba, Iran, Syria, North Korea, and the non-government controlled regions of Ukraine (Crimea/Sevastopol, Donetsk, Luhansk, Kherson, and Zaporizhzhia) or to Belarus or Russia.
- 10.4. BUYER represents and warrants that it has not been and is not currently debarred, suspended, subject to asset freeze or blocking sanctions, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing, or otherwise obtaining any PRODUCT. BUYER shall obtain and is responsible for payment of any costs relating to licenses, authorizations, certificates of origin, or other required documentation for any import or export of PRODUCT.
- 10.5. BUYER agrees to observe and comply with the medmix Code of Business Conduct for Third Party. A copy of this Code can be found at <https://www.medmix.swiss/Investors/governance>
- 10.6. BUYER shall promptly notify medmix of any violations under of the provisions of this Section 10. BUYER acknowledges that SUPPLIER shall have the right to audit BUYER's compliance in connection with the transactions associated with the SUPPLIER AGREEMENT and any applicable laws and regulations thereto, including any trade control laws. At SUPPLIER's discretion, an independent third party may be selected to conduct an audit to verify

such compliance and BUYER shall fully cooperate with any reasonable audit related requests.

- 10.7. SUPPLIER reserves the right to terminate this SUPPLIER AGREEMENT in the event of a compliance violation.

11. Place of Performance

Place of performance for all obligations of both parties related to the SUPPLIER AGREEMENT shall be the SUPPLIER's domicile.

12. Place of Jurisdiction and Applicable Law

The SUPPLIER AGREEMENT, including the present General Terms and Conditions of Sale and Delivery, shall be subject to the laws of Switzerland excluding the conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG). Place of jurisdiction shall be the SUPPLIER's domicile. The SUPPLIER shall have the right to take legal action against the BUYER at its place of business.

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Business Partner Code of Business Conduct

medmix Switzerland LTD is a member of the medmix AG family of companies. medmix AG maintains a compliance program requiring all medmix group companies (hereinafter individually and collectively "medmix") to behave ethically and in a compliant manner, and all medmix employees to declare their adherence to the medmix Code of Business Conduct in writing. Further, medmix is a member of the UN Global Compact. All parties engaged in transactions with medmix (individually and collectively a "Business Partner") shall ensure that their organizations and third parties with whom they transact medmix business act in line with the ethics and compliance standards applied by medmix.

Business Partner commits to adhere to the principles outlined below when engaged in medmix related business. Accordingly, Business Partner shall:

1. Comply with all applicable laws, rules, statutes and regulations, including but not limited to all applicable anti-corruption, anti-bribery, antitrust, competition (including unfair competition), and criminal laws.
2. Respect the 10 Principles of the UN Global Compact, such as but not limited to not using child or forced labor, respect internationally recognized human rights, not discriminate in respect of employment, act responsibly regarding the environment, and actively work against corruption in all forms, including extortion and bribery.
3. Respect the personal dignity, privacy, and rights of each individual and prohibit behavior that is coercive, sexual, threatening, abusive or exploitative.
4. International Trade restrictions and Boycotts.
 - A. It is the policy of medmix to comply fully with the prohibitions and requirements of international trade laws and regulations, including economic sanctions, export controls, import requirements, and antiboycott rules.
 - B. Business Partner and its agents and subcontractors shall likewise act in full compliance with the prohibitions and requirements of international trade laws and regulations, including economic sanctions, export controls, import requirements, and antiboycott rules when engaged in any medmix related business.
 - C. Without limiting the generality of the foregoing, Business Partner hereby represents and warrants that neither Business Partner, nor any of its agents and subcontractors engaged in medmix related business has been or is currently debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software, or technology regulated by any agency having jurisdiction over or in connection with medmix business.
5. Promptly inform medmix in the event of any known or suspected violations of this Business Partner Code of Business Conduct by Business Partner or any of its agents and/or subcontractors engaged in medmix business.
6. Grant medmix access to relevant documents in case of reasonable suspicion of violation of this Business Partner Code of Business Conduct.
7. Agree to on-site visits and audits executed by medmix or a medmix retained external service provider in case of suspicions of a violation of this Business Partner Code of Business Conduct.
8. Grant medmix the right to terminate any business collaboration with Business Partner and all respective agreements in case Business Partner does not implement corrective actions in case of breaches of this Business Partner Code of Business Conduct.

Full Name

Business Partner Organization or company

Business Partner Representative

(Signature)

Business Partner Representative

(Printed Name)

Date
