

GENERAL TERMS AND CONDITIONS OF SALES

medmix Switzerland AG

These General Terms and Conditions of Sales ("Terms") can be found on the Internet under www.medmix.swiss.

1. General

1.1. The agreement between medmix Switzerland AG ("Medmix") and the ordering entity ("Buyer") for products to be delivered by Medmix ("Products") and any services to be rendered ("Services") together with the present Terms shall only be legally binding to the extent of the terms of Medmix's written order acknowledgement ("Supplier Agreement"). "Affiliate" shall mean, with respect to either party, any entity controlling, controlled by, or under common control with, such party. For these purposes, "control" shall refer to (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of an entity.

1.2. Unless otherwise agreed upon in writing, the written order acknowledgement issued by Medmix as well as the present Terms shall exclusively govern the Supplier Agreement. Any conflicting terms and conditions by Buyer shall hereby be rejected to their fullest extent without requiring any specific or additional statement of rejection. These Terms shall also apply to repeat orders and subsequent supplies. 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 Medmix;
- (2) Medmix's quotation;
- (3) Medmix's system drawings;
- (4) Medmix's specifications;
- (5) These General Terms and Conditions of Sales;
- (6) Written order placed by Buyer.

1.3. Any cancellation of or amendments to Supplier Agreement shall be excluded unless authorized by Medmix in writing. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Delivery

2.1. Products shall be delivered FCA (Incoterms 2020), unless otherwise agreed by the parties in the Order confirmation.

2.2. The delivery deadlines and dates shall be approximate and shall not be considered to be legally binding, unless Supplier Agreement expressly includes a binding delivery date.

2.3. Partial deliveries shall be permitted. If Products cannot be shipped for reasons beyond Medmix's reasonable control, Products shall be stored at the cost and the risk of Buyer.

2.4. Any liability on the part of Medmix for late delivery of the Products shall be excluded to the extent permitted by law.

2.5. With respect to the Services, Buyer shall (i) cooperate with Medmix in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Medmix, for the purposes of performing the Services; (ii) respond promptly to any Medmix request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Medmix to perform Services in accordance with the requirements of this Supplier Agreement; (iii) provide such Buyer materials or information as Medmix may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with

all applicable laws in relation to the Services before the date on which the Services are to start.

3. Price and Payment

3.1. The sales price for Products shall be payable within 30 (thirty) days after the date of invoice and shall be paid in the invoiced currency, unless otherwise agreed. Buyer and Medmix shall each be responsible for the payment of their own respective taxes, license fees, tariffs or other governmental charges (collectively "Charges") assessed or payable by law by such party in connection with an purchase order. Any such Charges attributable to Buyer which Medmix may be obligated to collect shall be added to the Medmix invoice as a separate charge.

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 Medmix's reasonable control. If payment is not promptly received, Medmix reserves the right to suspend all work in addition to any other rights or remedies Medmix may have under the contract or at law or in equity. Any late payments shall bear interest from the due date at a rate equal to one and one-half percent per month or the maximum allowed by law. Additionally, Buyer shall pay all reasonable attorney's fees, expenses and costs incurred by Medmix in attempting recovery of any late payments. Medmix reserves the right to terminate this Supplier Agreement for a nonpayment or default which is not remedied.

4. Transfer of Ownership, Risk of Loss or Damage.

Title to Products shall be transferred to the Buyer upon Medmix's receipt of the sales price in full. The risk of loss or damage to Products shall be transferred to the Buyer in accordance with the agreed delivery term.

5. Warranty

5.1. Products: Non-dispensers: Medmix warrants for a period of 12 (twelve) months after the date of delivery ("Warranty Period") that the Products will be free from defects in material and workmanship and will comply with the Medmix's system drawings. Products used by the Buyer shall be deemed to be accepted by the Buyer. For repaired or replaced Products, a new warranty period of 3 (three) months after the date of delivery shall apply, however not exceeding 12 (twelve) months, calculated as of the date of initial delivery.

5.2. Products: Dispensers: Medmix warrants that Medmix dispenser-Products & dispenser-components (individually and collectively "Dispenser-Products") will be free from defects in material, workmanship and design (if of Medmix's design) for a period of 24 (twenty-four) months from the date of sale. Medmix shall replace, repair or issue a credit (whichever remedy is appropriate) for any nonconformity or defect in the Dispenser-Products which occurs during the warranty period. In the event of a repair or replacement, the Dispenser-Products shall be warranted for a period of 24 (twenty-four) months from the date that the repair is completed or the replacement is provided.

5.3. The warranty shall not apply in the event of improper handling or storage of Products, in the event Products are combined with products from third parties (in particular, with copies of Products), in the event of normal wear and tear, or for any other reasons which are beyond Medmix's reasonable control. In case 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.

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5.4. Medmix warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Supplier Agreement.

5.5. Except as set forth in this section 5, Medmix 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. Medmix's liability for third party' auxiliary performance in connection with Supplier Agreement shall be excluded to the extent legally permissible.

5.6. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 5 MEDMIX MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES OR PRODUCTS. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Buyer's Responsibilities and Indemnification

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

6.2. If 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 comply with any and all regulations associated with such medical products. Buyer shall particularly bear the sole responsibility for fulfilling the obligations towards its customers, end users, patients and government authorities.

6.3. If Medmix sells and supplies Products as manufacturer of Products in the meaning of art. 2(30) of the Medical Device Regulation (EU) 2017/745 ("MDR"), Medmix fulfills all obligations of a manufacturer under the MDR, including but not limited to art. 10 of the MDR.

- a. If the Buyer imports, sells and distributes Product as described in section 6.3 in other territories outside the EU, Buyer shall obtain and maintain in its name all government approvals, registrations, licenses or other permits, howsoever called required to import, warehouse, sell, distribute, promote and handle Product in the Territory (hereinafter referred to as the "Authorizations"). Medmix shall provide all information and documentation as reasonably required for the obtaining of the Authorizations, either to Buyer or at Medmix's discretion directly to the responsible authorities issuing the Authorization, as appropriate. The costs for such Authorizations shall be borne by Buyer.
- b. Where the Buyer has fulfilled the regulatory requirements under applicable laws (including but not limited to the Regulation (EU) 2017/745 of the European Parliament of 5 April 2017) to that of a legal manufacturer of the Product, this will be clearly presented on all labelling and promotional material via the use of harmonized symbols to indicate Buyer as the legal manufacturer.

6.4. If Buyer is considered the distributor of Products in the meaning of art. 2(34) of the MDR, Buyer shall fulfill all obligations of a distributor under the MDR, including but not limited to art. 14,16 and 25 of the MDR. In particular, before making available a Product on the market in any relevant territory, Buyer shall verify that all of the following requirements are met:

- a. the Product has been CE marked and that the EU declaration of conformity of the device has been drawn up;
- b. the Products is accompanied by the information to be supplied by the manufacturer in accordance with art. 10(11) of the MDR;
- c. for imported Products, the importer has complied with the requirements set out in art. 13(3) of the MDR;
- d. that, where applicable, a UDI has been assigned by the manufacturer.
- e. Buyer shall at all times ensure that, while the Product is under its responsibility, storage or transport conditions comply with the conditions set by Medmix.
- f. Buyer shall store, distribute and handle the Products in accordance with (i) Good Industry Practice, (ii) the instructions according to the instructions for use, as well as (iii) any specific instructions given by Medmix. Buyer shall without Medmix' prior written approval (i) not modify or change any of the Products or their packaging and (ii) not promote, advertise, sell and distribute Products outside their intended use as defined by Medmix.
- g. Buyer shall maintain records to ensure effective traceability of the medical devices throughout the supply chain. When distributing devices to end-customers, Buyer will document the recorded transactions, including recipient details and relevant device information.
- h. Where Buyer considers or has reason to believe that Products described in 6.4 are not in conformity with regulatory requirements, it shall not make Products available on the market until it has been brought into conformity, and shall inform Medmix.
- i. If Buyer has received complaints or reports from healthcare professionals, patients or users about suspected incidents related to Products described herein, it shall immediately forward this information to Medmix. As necessary, Buyer shall co-operate with Medmix, and with competent authorities to ensure that any required corrective action deemed necessary by Medmix to bring Product into conformity, to withdraw or to recall it, as appropriate, is taken.

6.5. Buyer shall indemnify, release and hold harmless Medmix, 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 Products, 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, Medmix is held liable in accordance with the applicable product liability laws, Medmix shall absorb its share of liability from the third party claims accordingly.

6.6. Buyer shall be obligated to include Medmix in its liability insurance policy for damages associated with the Product to the extent of the indemnification pursuant to section 6.5 above, which is to be combined with a waiver of subrogation and regress to the benefit of Medmix. Upon request, proof of said insurance cover is to be certified in the manner customary for the trade.

7. Limitation of Liability

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDMIX 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

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ALL COSTS RELATING TO DELAY, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS BY THE BUYER'S CUS-TOMERS FOR SUCH DAMAGES, IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY.

7.2. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND MEDMIX'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 LOWER, UNLESS CLAIMS ARISE FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE MEDMIX.

8. Force Majeure. Medmix'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 Buyer or of one of its customers, transport difficulties, problems with delivery of raw materials or any other causes beyond Medmix's reasonable control, irrespective of whether such acts of force majeure occurred at Medmix, Buyer or a third party. 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 Medmix and Buyer may terminate Supplier Agreement upon written notice. In such event, 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. Confidential Information. All non-public, confidential or proprietary information of Medmix, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Medmix to Buyer, whether disclosed orally, in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Supplier Agreement is confidential, solely for the use of performing this Supplier Agreement and may not be disclosed or copied unless authorized in advance by Medmix in writing. Upon Medmix's request, Buyer shall promptly return all documents and other materials received from Medmix. Medmix shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

10. Intellectual Property and Know-how

10.1. Any and all intellectual property, including the know-how required to design, manufacture and deliver Products, shall remain the sole property of Medmix. Subject to the mandatory rights under any applicable intellectual property laws, Buyer and its Affiliates shall not be granted any rights to intellectual property or know-how.

10.2. All discoveries, inventions, developments, improvements and techniques pertaining to Medmix's Products (whether capable of patent or like protection or not) which Medmix, or employees, agents or subcontractors of Medmix may develop, conceive or make, alone or with others, and which may directly or indirectly result from or in the performance of the work by Medmix, shall be the sole and absolute property of Medmix.

10.3. Medmix shall grant to Buyer a non-transferable, non-exclusive, revocable, worldwide royalty-free right to use any such intellectual property to the extent necessary for the use of Products according to the Supplier Agreement. In particular, Medmix grants to Buyer a non-

exclusive, non-transferable right to use the trademarks, trade names, or logos (collectively the "Marks") and any copyrighted material included Products if required to sell Products or any product incorporating Products. Nothing in this Supplier Agreement shall be construed to grant Buyer and its Affiliates any right, title, interest, or license in the Marks except to the limited extent necessary to meet its obligations under the Supplier Agreement. Medmix represents and warrants that it owns or otherwise has all required rights to use the Marks in connection with Product. All usage of the Marks will be on behalf of and inure to the benefit of Medmix.

10.4. Buyer and its Affiliates shall:

- a. Comply with Medmix's guidelines and instructions regarding use of the Marks as communicated to Buyer from time to time. In particular, BUYER shall indicate in all of its uses of the Medmix Marks (in written documents, including sales and/or delivery documents, and/or on the internet) that these are trademarks by using the symbol ™ and that they belong to Medmix. Buyer will periodically (at least once per year) document this proper usage of the Medmix Marks by means of screenshots, photographs and/or PDF scans and provide copies of said documentation upon request to Medmix.
- b. Not use the Marks nor any other trademark, trade name, design, tag line, or symbol which may be confusingly similar to the Marks on any other product without Medmix' prior written approval.
- c. Not seek to register (or aid any third party in registering) the Marks (or any confusingly similar mark) or take any action inconsistent with Medmix's ownership of the Marks in any jurisdiction.
- d. Except as otherwise expressly agreed in writing, Medmix shall not have and shall not acquire any rights whatsoever in or to any Buyer trademarks or trade names. Likewise, except as otherwise expressly agreed in writing, Buyer shall not have and shall not acquire any rights whatsoever in or to any Medmix trademarks or trade names.
- e. Buyer and its Affiliates shall not use, directly or indirectly, in whole or in part, Medmix's name, or any trademark or tradename that is now or may hereafter be owned or used by Medmix, as part of the Buyer's corporate or business name, or in any other way, except solely for the purpose of offering, selling and distributing Products or products incorporating Products in the manner and to the extent that Medmix may expressly consent to in writing.
- f. Buyer shall absolutely refrain from interfering with, or in any way modifying or changing, the Products' packaging, trademarks, logos, labeling or markings.
- g. In the event that any such trademarks or tradenames are used in any way by Buyer and its Affiliates in connection with Buyer's and/or its Affiliates' corporate or business name with the express written consent of Medmix, Buyer upon termination of the Supplier Agreement shall discontinue all such use and shall not thereafter use any mark or name which, so nearly resembles any trademark or tradename owned or used by Medmix, as may be likely to lead to confusion or uncertainty as respects products manufactured or marketed by Medmix.

11. Place of Performance. Place of performance for all obligations of both parties related to Supplier Agreement shall be the Medmix' domicile.

12. Compliance with Applicable Laws

12.1. The parties shall comply with all applicable laws, statutes, regulations, and ordinances including, but not limited to, laws pertaining to antitrust matters, corruption, trade control, sanctions and 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, the UK Bribery Act, and any other applicable anti-corruption laws and regulations, by giving, offering or promising to give any money or any other thing of value to any government official, nor to

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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 this Supplier Agreement.

12.2. The Parties shall comply with all applicable trade control laws, including those related to import, export control, sanctions, anti-boycott laws (collectively "Trade Control Laws"). The 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, transferring receiving, purchasing, processing, or otherwise acting as a party to a transaction involving any Product (hereinafter "Restricted Party").

12.3. Buyer shall not export, transfer, re-export, transport, or forward any Product to any Restricted Party or to any destination that is the subject of a comprehensive sanction, export, or other trade embargo under Trade Control Laws (hereinafter "Embargoed Jurisdiction").

Notwithstanding the foregoing Buyer may, directly or indirectly sell its products incorporating medmix components to any country provided:

- a) Buyer is acting as an OEM and legal manufacturer of its own products and is located and organized outside of an Embargoed Jurisdiction.
- b) Buyer's product meets the definition of a "device" or "drug" under Section 201 of the U.S. Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321) for U.S. Sanctions compliance and are not classified as a dual-use good or classified on a control list under Trade Control Laws.
- c) the transaction is authorized under Trade Control Laws pursuant to general or specific licenses or license exceptions; and the transaction does not involve any Restricted Party.
- d) Buyer must maintain documentation evidencing compliance with the above conditions.

Buyer shall obtain, at its own expense, any licenses, permits, certifications, or authorizations required under Trade Control Laws necessary to fulfill its obligations under this Agreement and, upon request, shall provide copies of such permits or licenses.

12.4. Buyer agrees to observe and comply with the Medmix Business Partner Code of Business Conduct. A copy of the Business Partner Code of Business Conduct can be found at www.medmix.swiss.

12.5. Buyer shall promptly notify Medmix of any violations under of the provisions of this section. Buyer acknowledges that Medmix shall have the right to audit Buyer's compliance in connection with the transactions associated with the agreement and any applicable laws and regulations thereto, including any trade control laws. At Medmix'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.

13. Termination. In addition to any remedies that may be provided under these terms Medmix may terminate this Supplier Agreement with immediate effect upon written notice to Buyer, if Buyer (a) fails to pay any amount when due under this Supplier Agreement and such failure continues for 3 (three) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Supplier Agreement without the prior written consent of Medmix. Any purported assignment or delegation in violation

of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Supplier Agreement.

15. Waiver. No waiver by Medmix of any of the provisions of this Supplier Agreement is effective unless explicitly set forth in writing and signed by Medmix. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Supplier Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes the exercise of any other right, remedy, power, or privilege.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Supplier Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the order confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Supplier Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

18. Severability and Survival. If any term or provision of this Supplier Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Supplier Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Supplier Agreement, but not limited to, the following provisions: Warranty, Limitation of Liability, Compliance with Laws, Intellectual Property, Confidential Information, Place of Jurisdiction and Applicable Law and Survival.

19. Place of Jurisdiction and Applicable Law. 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 Medmix's domicile. Medmix shall have the right to take legal action against the Buyer at its place of business.