

**GENERAL TERMS AND CONDITIONS OF PURCHASE  
MEDMIX HEALTHCARE US INC.**

These terms and conditions can be found at [www.medmix.swiss](http://www.medmix.swiss)

**1. Governing Provisions.** The medmix Healthcare US Inc. (hereinafter "Buyer") Purchase Order for goods and/or services (hereinafter also individually or collectively also referred to as "Work") shall consist of (i) the terms and conditions set forth in this document and (ii) all attachments, exhibits, specifications, drawings and other related documents which refer to, are attached to or are otherwise referenced in connection with these Purchase Order Terms and Conditions (individually and collectively the "Purchase Order"). Unless otherwise expressly agreed in writing, Buyer hereby rejects any different or additional terms and conditions proposed by Seller. All Work received from Seller shall be deemed to be only upon the terms and conditions contained in this Purchase Order, except as otherwise agreed in writing by Buyer. If this Purchase Order is sent to Seller in response to a quotation or an offer of Seller submitted to Buyer, the terms of this Purchase Order shall supersede and control all provisions in the quotation or offer of Seller. Seller's shipment of any of the Goods or performance of any of the Services covered by this Purchase Order, or Seller's acceptance of any payment made pursuant to this Purchase Order, shall constitute Seller's acceptance of this Purchase Order as fully as if Seller had accepted the Purchase Order in writing. Hereinafter Buyer and Seller may each be referred to as a "Party" or jointly as the "Parties".)

**2. Prices.** If price is omitted on this Purchase Order it is agreed that Seller's price will be the last price quoted.

**3. Changes.** Changes may be made by Buyer in the character or quantity of Work to be furnished by Seller by issuing a change order (hereinafter a "Change Order") that is signed by Buyer. In case of a Change Order, the price change shall be mutually agreed by the Parties. If an agreement cannot be mutually agreed regarding the value of the price adjustment, the price shall be equitably adjusted to reflect the increased or decreased cost to Seller with reasonable allocation of overhead and profit. Seller shall submit to Buyer all satisfactory evidence upon which such adjustments are based.

**4. Conforming Work.** All Work supplied by Seller shall conform strictly to the description, plans, specifications, and samples provided to Buyer, and no deviation or substitution will be permitted without the express written agreement of Buyer. All Seller goods shall be new, of the latest design or model, comply with Buyer's requirements and be of the best quality.

**5. Warranty.** Seller warrants that all Work shall be free from defects in material, workmanship, and design, and will conform to specifications, drawings and to applicable industry codes and standards. Seller shall repair any defective goods or furnish replacement goods or parts thereof, or reperform defective services to Buyer's satisfaction, at Seller's expense.

**6. Rejection.** There shall be no substitutes or shipment of more or less than the quantity of goods specified without prior written approval of Buyer. If the goods received do not conform to those ordered, or if more or less than the quantity ordered are shipped, Buyer may reject such shipment in whole or in part and require Seller to pick up and remove such rejected goods at Seller's expense within ten days after notice.

**7. Inspection and Expediting.** Buyer shall have the right to inspect and expedite the Work whether in process of manufacture, in storage or in transit. Seller shall grant Buyer, free of cost, all necessary and commercially reasonable access to Seller's facilities for such purposes and for purposes of confirming that Seller's Work is being furnished in accordance with the Purchase Order. Upon delivery of the Work, Buyer shall be granted a commercially reasonable opportunity to confirm compliance with all terms, conditions, specifications and drawings, if any.

**8. Delay and Force Majeure.** Seller acknowledges that compliance with any applicable delivery schedule shall constitute a material requirement of the Purchase Order. Either Party shall be excused from performance of the obligations hereunder when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond its control,

including but not limited to, fire, explosion, acts of terrorism, any strike or labor dispute or any act or omission of any governmental authority or any group purporting to have authority (hereinafter, individually or collectively "Force Majeure"). To be so excused, the affected Party must provide prompt notice and undertake reasonable efforts to mitigate the conditions giving rise to a claim of Force Majeure.

**9. Title.** Title to all Work covered by the Purchase Order and to all materials, work in progress, design data and other documentation, and all contract rights related to such Work, shall vest in Buyer immediately upon identification to the Purchase Order, subject to Buyer's obligation to pay the purchase price thereof and perform all its corresponding obligations hereunder. Irrespective of vesting of title, Seller shall bear the risk of loss, and shall insure or self-insure at full replacement value, all goods of Buyer in its care, custody or control until delivery of the goods in good condition in accordance with the shipping provisions. Seller warrants good title free of claims or encumbrances shall be vested in Buyer.

**10. Payments.** Unless otherwise agreed in writing, payment to Seller shall be due net sixty (60) days from Buyer's receipt of an acceptable invoice. Seller agrees to pay promptly when due, all bills for any labor, materials, equipment, or service connected with the Work supplied hereunder, and, if not promptly paid when due, Buyer may pay any such valid obligation of Seller and Seller shall immediately reimburse Buyer therefor.

**11. Compliance, Customs and International Trade.**

a. 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 Contract.

b. The Parties shall comply with all applicable trade control laws, including those related import, export control, and sanctions compliance.

Seller shall not transfer any Work either directly or indirectly through any intermediary to Iran, Russia, Belarus, or a destination or person subject to applicable sanctions, including those imposed by Switzerland, the European Union, the United Kingdom, and the United States.

Seller 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 Work. Seller 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.

c. Seller 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](http://www.medmix.swiss).

d. Seller acknowledges that Buyer shall have the right to audit Buyer's compliance in connection with the transactions associated with this Purchase Order. Buyer reserves the right to terminate this Purchase Order in the event of a compliance violation.

- 12. Assignment.** The Purchase Order and payments that are due pursuant to the Purchase Order may not be assigned without prior written consent of Buyer.
- 13. Cancellation.** The Purchase Order is subject to cancellation at the option of Buyer for Buyer's convenience. In the event that the Purchase Order is cancelled for the convenience of Buyer, Seller shall be paid:
- payment for the portion of the Work provided as of the effective date of cancellation of the Order; and
  - payment of all unavoidable third-party costs and expenses incurred by Seller as result of the cancellation of the Purchase Order.
- In no event shall the final amount payable to Seller exceed the total Purchase Order price, less any payments previously made.
- 14. Termination For Cause.** The Purchase Order may be terminated by Buyer "for cause" in the event of breach of the Purchase Order terms and conditions by Seller, or a Seller bankruptcy or insolvency, or failure or inability of Seller to perform. In the event of a "for cause" termination, Buyer shall have the right to seek to obtain substitute Work from an alternate Seller. If the cost of the substitute Work exceeds the cost payable to Seller, Seller shall be responsible for such excess cost charged to Buyer by alternate Seller.
- 15. Shipping.** Unless otherwise mutually agreed, Buyer shall be responsible for the shipment of any goods to Buyer's location. If Seller is responsible for shipment, goods shall be shipped by carriers and routes as instructed by Buyer.
- 16. Indemnity.** Seller agrees to defend, indemnify and hold harmless Buyer and its employees, agents and subcontractors, against any loss, cost, damage or liability, including attorney's fees, arising from Seller's negligence, fault or other breach in connection with the Purchase Order.
- 17. WAIVER OF CERTAIN TYPES OF DAMAGES.** NEITHER BUYER NOR SELLER SHALL BE LIABLE TO THE OTHER, AND EACH OF THEM WAIVES ANY FIRST PARTY CLAIMS AGAINST THE OTHER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY OR CLAIM.
- 18. Subcontracts.** No subcontractor shall be used by Seller for the performance of the Purchase Order without written prior approval from Buyer. For purchases of this section, the sourcing of raw materials from other sellers to complete the Work shall not be considered a subcontract. If Seller shall cause any part of the Work to be performed by a subcontractor, the provisions of the Purchase Order shall apply to the subcontractor also and Seller shall be responsible for all acts and omissions of the subcontractor as if they were employees of Seller.
- 19. Sales and Similar Taxes.** Unless otherwise agreed in writing, Buyer acknowledges that Seller's price does not include sales, use, excise, value added, or similar taxes or customs duties ("Taxes"). Seller shall clearly specify in its invoice to Buyer any such Taxes not included in Seller's prices. Seller shall assume exclusive responsibility for, and shall pay before delinquency, all Taxes and charges with measured by wages, salaries, or other remuneration paid to persons employed by Seller in connection with the performance of the Purchase Order.
- 20. Insurance.** During the performance of the Purchase Order, the Seller shall maintain insurance in effect for its own protection and protection of its subcontractors. If Seller is scheduled to provide on-site services in connection with the Purchase Order, then Seller shall provide Buyer at the time of executing this Purchase Order a Certificate of Insurance indicating that the insurance has been secured and that Buyer has been named as an additional insured on such policies. Buyer shall be given 30 days written notice prior to cancellation or significant changes.
- 21. Jurisdiction.** The Purchase Order shall be construed and enforced shall be governed by and construed in accordance with the laws of the State of Georgia excluding any conflict of law rules. In the event of a dispute concerning any matter concerning the Purchase Order, such dispute shall be referred to appropriate Courts of the State of Georgia.
- 22. Confidential Information.** Seller acknowledges and agrees that any information and/or materials that Seller or its personnel shall receive either directly from Buyer or indirectly from a Buyer agent or subcontractor shall be kept in strictest confidence and agrees to limit access to such information to only those of its respective employees who reasonably require access to such information to perform the work contemplated by the Purchase Order. Except as may otherwise be set forth herein, any information disclosed in connection with this Purchase Order shall not be disclosed to any third Parties without Buyer's express prior written consent.
- 23. Intellectual Property Ownership.** For purposes of the Purchase Order, the term "Intellectual Property" means, without limitation, (i) inventions (whether or not patentable), patents, trade secrets, copyrights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how), know-how methods, approaches, analyses, processes, procedures, techniques, molds, assembly equipment and any other intellectual property rights, in each case whether registered or unregistered, (ii) all applications (or rights to apply) for, and renewals or extensions of, any of the rights described in the foregoing clause (i), and (iii) all rights and applications that are similar or equivalent to the rights and application described in the foregoing clauses (i) and (ii), which exist now, or which come to exist in the future, in any part of the world. Neither Buyer, nor Seller shall acquire any right, title, or interest in or to any Intellectual Property of the other Party in connection with the Purchase Order or any Work performed in connection with the Purchase Order. Further, all discoveries, inventions, developments, improvements and techniques (whether capable of patent or like protection or not) pertaining to Buyer's goods or services which a Party, or its respective employees, agents or subcontractors may conceive or make, alone or with others shall be the sole and absolute property of Buyer's.
- 24. Release of Liens.** As a condition precedent to the making of final payment hereunder, Seller acknowledges that Seller may be required to furnish to Buyer a full and complete release and discharge of all liens, claims, and demands arising out of or relating to the Work and any and all materials furnished, work done and equipment used in connection therewith.
- 25. Severability:** If any provision in the Purchase Order is found to be unenforceable, all other remaining provisions shall remain in full force and effect unless deletion or change of the provision which is invalid or unenforceable would substantially alter the economic effect of the Contract.
- 26. Waiver:** Any delay or failure of a Party to enforce any of the provisions of the Purchase Order or to require compliance with any of terms, at any time, shall in no way affect the validity of the Purchase Order, or any part thereof, and shall not constitute a waiver of the right of a Party to enforce any and each such provision thereafter.
- 27. Complete Agreement.** This Purchase Order is the complete agreement between the Parties and no modification, amendment, rescission, waiver or other change will be binding on any Party unless assented to in writing by such Party's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on any Party. Both Parties agree that they have not relied on, nor were induced by any representation not contained in this Purchase Order.