

TERMS & CONDITIONS

General Terms & Conditions for Sale and Delivery medmix China LTD.

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

1. Supplier Agreement and Scope of Application

1.1 The agreement between medmix China 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 per-

mitted by law.

3. Prices and Payment Terms

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 6 (six) 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.

5.2 Provided that the BUYER promptly notifies the SUPPLIER in writing during the WARRANTY PERIOD that the PRODUCTS deviate from the requirements pursuant to Article 5.1 above, the SUPPLIER shall, at its option, either replace or repair the PRODUCTS at its own expense. For repaired or replaced PRODUCTS, a new warranty period of 3 (three) 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. Any deviations customary in the trade and deviations made as a result of regulatory provisions or to account for technical improvements shall be permitted.

5.3 The warranty shall not apply in the event of improper handling or storage of the PRODUCTS, if 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.

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5.4 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's 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.), bio-compatibility, 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 fulfill 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. Limitations of Liabilities

In no event shall the SUPPLIER be liable to the BUYER for any indirect, punitive, special, incidental or consequential damages in connection with the SUPPLIER AGREEMENT, including but not limited to, loss of profits or interruption of production, loss of opportunity or business, cost of recalls or loss of reputation, any and all costs relating to delay, or claims by the BUYER's customer for such damages, whether such liability is based on contract, tort (including negligence), statute or any other basis of legal 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 25'000.00 (Twenty Five Thousand Swiss Francs) whichever is higher. This limitation of liability shall not apply in the event and to the extent to which the SUPPLIER is responsible for gross negligence or willful misconduct.

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, epidemic and pandemic, 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

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.

10. Place of Performance

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

11. Resolution Dispute and Applicable Law

The SUPPLIER AGREEMENT, including the present General Terms and Conditions of Sale and Delivery, shall

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be subject to the laws of China. If any dispute relating to the SUPPLIER AGREEMENT cannot be resolved through amicable negotiation between the parties, either party may submit the dispute to litigation in the court of the SUPPLIER's domicile.

This General Terms and Conditions of Sale and Delivery is provided in Chinese and English. The English version is for reference only and in case of inconsistency between the English and Chinese versions, the Chinese version shall prevail.

12. Trade Control Laws and Measures

"Trade Control Laws and Measures" referred to in SUPPLIER AGREEMENT shall mean all export controls and economic sanctions or related laws and regulations that may apply to SUPPLIER AGREEMENT, to all parties involved in SUPPLIER AGREEMENT and to deliverables under SUPPLIER AGREEMENT, including, but not limited to, economic or financial sanctions, trade embargoes, trade restrictions or other similar or equivalent restrictions enacted, issued or promulgated from time to time by the United Nations, China, the United States, the European Union and its corresponding regulatory bodies or departments (which may also be referred to as "Sanctions").

The Parties understand, agree and acknowledge that, SUPPLIER AGREEMENT and the deliverables (products or services) under SUPPLIER AGREEMENT are subject to Trade Control Laws and Measures in multiple jurisdictions, including any restrictions relating to destinations, end users and end uses. The Parties agree that all activities carried out under SUPPLIER AGREEMENT shall be compliant with the Trade Control Laws and Measures. Notwithstanding anything to the contrary in SUPPLIER AGREEMENT, neither Party hereto shall be required to engage in any conduct that may violate the Trade Control Laws and Measures or expose either Party to the risk of violating the Trade Control Laws and Measures.

The BUYER undertakes and warrants that, throughout the negotiation and signing of SUPPLIER AGREEMENT, the following information about the BUYER is true: (1) The BUYER is not a sanctioned government, entity, group or individual; (2) The BUYER is not undergoing or will undergo any investigation regarding the Sanctions; (3) The BUYER is neither owned or controlled by nor acting on behalf of the sanctioned government, entity, group or individual; and (4) The BUYER is neither directly or indirectly owned or controlled by nor acting on behalf of the government, entity, group or individual. If, after SUPPLIER AGREEMENT is signed, the SUPPLIER identifies that the undertaking made by the BUYER above is not true, the SUPPLIER shall have the right to revoke SUPPLIER AGREEMENT immediately, and to demand the BUYER to indemnify all the direct or indirect losses caused to the SUPPLIER as a result of the BUYER's untrue undertaking. At the SUPPLIER's request, the BUYER should sign an end-user certificate, which is a prerequisite condition for the SUPPLIER's delivery of products or services under SUPPLIER AGREEMENT.

The Parties understand, agree and acknowledge that, during the term of SUPPLIER AGREEMENT, if any Sanctions are imposed on the BUYER, the BUYER is subject to any investigation on the Sanctions or the Sanctions against the BUYER become effective, such event would cause the SUPPLIER unable to obtain or utilize relevant materials, software, technology or services, which would result in the SUPPLIER's objective inability to perform SUPPLIER AGREEMENT. In such case, the SUPPLIER reserves the right to suspend the performance of SUPPLIER AGREEMENT up to cancellation or termination; at the SUPPLIER's request, products or services that have been partially or fully delivered should be returned to the SUPPLIER or restituted to the original state, and the BUYER acknowledges and agrees that the SUPPLIER shall not be liable for any losses and liability (whether based on contract or tort liability). The SUPPLIER shall not be liable for any loss or liability arising therefrom if the BUYER's goods or payments are blocked or confiscated by any sanction authority, as required by applicable Trade Control Laws and Measures.