

**1. APPLICABILITY AND SCOPE**

a) These general terms and conditions of sale (“GTC”) are the only terms that govern the sale of Goods, Services and/or SaaS (as defined in Appendix I and collectively referred as “**Getinge Products**”) as set out in the Commercial Proposal/Quotation provided by Getinge <<Getinge South East Asia Pte. Ltd., UEN 200311807R, 20 Bendemeer Road, #06-01 BS Bendemeer Centre, Singapore 339914 >> (“**Getinge**”) to the Customer (the “**Commercial Proposal**”). The accompanying Commercial Proposal or Quotation (the “**Commercial proposal**”) and these “GTC” collectively referred to as “**Agreement**”) comprises the entire agreement between the parties and supersedes all prior agreements, terms and conditions of purchase or communications (both written and oral) unless it is a framework agreement executed by the Parties which will be complemented by Commercial Proposals issued by Getinge from time to time. In the event that any clauses of Getinge GTC is conflicting with any terms and conditions issued by the Customer upon order confirmation and issuance of a purchase order, the Customer agrees that Getinge GTC prevails.

**2. ACCEPTANCE AND BASIS OF SALE**

- a) Any of the following shall constitute Customer's unqualified acceptance of this GTC: (i) written acknowledgment of these GTC; (ii) issuance or assignment of a purchase order (iii) acceptance of any shipment or delivery (iv) payment for any of the Getinge Products; (v) the date when Customer has copied, downloaded, accessed, installed or otherwise used a Software, or been granted access to a SaaS (vi) signature on the said Commercial Proposal or (vii) any other act or expression of acceptance by Customer.
- b) If any of Getinge's Products do not conform to the GTC or its commercial and technical specifications defined in Writing by Getinge (except minor defects), Getinge undertakes to eliminate the defect as defined by this section hereunder.
- c) If acceptance is delayed through no fault of Getinge, acceptance shall be deemed as having taken place two (2) weeks after Getinge has notified the Customer of completion of the Order.
- d) Upon acceptance, Getinge's liability for discernible defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain defect.
- e) Any advice or recommendation given by Getinge or its employees or agents to the Customer or its employees or agents that is not confirmed in Writing by a legal representative of Getinge is followed or acted upon entirely at the Customer's own risk.
- f) Any typographical, clerical or other error or omission in any document or information issued by Getinge, including Getinge's website, shall be subject to correction without any liability on the part of Getinge.

**3. ORDERS**

- a) No order which has been accepted by Getinge may be cancelled by the Customer except with the agreement in Writing by Getinge and on terms that the Customer shall indemnify Getinge in full against all loss as a result of the cancellation, including but not limited to (1) that portion of the contract price representing the value of the work which is completed by Getinge, (2) reasonable cost incurred prior to termination in preparing to perform the terminated portion of the order, (3) reasonable cost of settling and paying claims arising out of the termination of contracts, subcontracts, and purchase orders.
- b) If Getinge's Commercial Proposal does not include any acceptance deadline, it may be revoked by Getinge unless Getinge receives written confirmation of acceptance by the Customer within three (3) weeks from the Commercial Proposal date. Getinge reserves the right to request full or partial pre-payment prior to the delivery of the Getinge Products.

**4. SPECIFICATIONS**

a) The Customer shall be responsible to Getinge for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer (“**Customer Specification**”) Getinge reserves the right to make any changes in the Specification or, if applicable Customer Specification of Getinge Products which are required to conform with any applicable safety or other statutory requirements.

**5. DELIVERY**

- a) Getinge Products will be delivered to the Delivery Location on or before the dates specified in the Commercial Proposal. In case of a delay, Getinge shall notify the Customer in Writing as soon as reasonably practicable with a revised estimate (if possible). Getinge Products may be delivered by instalments and any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at their expense.
- b) The Customer may request Getinge to agree to a binding deadline hereunder only if such deadline is exactly defined in Writing. If Getinge fails to adhere to the deadline, the deadline for supplying the said Getinge Product shall be reasonably extended, insofar as such obstacles are proven to exert significant influence hereunder. If the Customer specifies a reasonable deadline after said delay has occurred and if this new deadline is not met, the Customer shall be entitled within the scope of the legal provisions, to ask Getinge to pay the penalty at 1‰ per day after the new deadline, maximum 5% of the price of delayed Equipment.

**6. OBJECT TO BE SERVICED**

- a) When an Object to Be Serviced has not been purchased from Getinge, Customer shall ensure that the object does not pose any health hazard to Getinge's employees/ agents and shall further inform Getinge of any existing intellectual property rights prior to the performance of the Services. The Customer shall also indemnify Getinge from any third-party claims concerning such intellectual property rights. Unless otherwise set forth in the Getinge Commercial Proposal, the standard service hours under the Agreement shall be Monday to Friday, 09:00 to 18:00 UTC+8, excluding public holidays.
- b) Getinge shall provide all necessary information relative to the installation of the Goods. The Customer shall, at its own expense prepare the site; grant proper access; ensure the site is safe and provide all facilities specified by Getinge prior to installation.
- c) In the event the Goods could not be installed to the location of installation within two (2) months after delivery, due to delays in preparing the installation site, Getinge shall be entitled to invoice the Customer for the Price of the Goods and Installation Services.

- d) Getinge reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provided as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.
- e) Subject to the type of Equipment, the following additional provisions may apply with respect to the installation of the Equipment purchased:
  - i. Factory Acceptance Tests (“FAT”): Getinge may notify the Customer in Writing when the Equipment will be ready for testing at Getinge’s premises and representatives of each party will, at their own expense, attend Getinge’s premises for testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Getinge and approved by Customer. Getinge will provide the Customer with a certified report of the results of the test.
  - ii. Site Acceptance Test (“SAT”): Following completion of the installation and commissioning of the Equipment, representatives of Getinge and Customer shall at their own expense, attend the Delivery Location to accept the test in accordance with the applicable Specifications and the SAT protocol to be issued by Getinge and approved by Customer. Getinge may provide the Customer with a certified report of the results of this test. In addition to any remedies that may be provided under these GTC, Getinge will terminate this Agreement with immediate effect upon written notice to Customer in case the Customer fails to accept the Equipment as per the provisions of the SAT protocol and such delay continues for ten (10) days after Getinge’ receipt of written notice.
- f) If any of the Services to be performed by Getinge is delayed as a result of the acts or omissions of Customer and/or its employees, agents or contractors, Getinge may charge Customer the warehouse rent for storage at Getinge’s facilities. However, at Getinge’s discretion, the Object to Be Serviced may be stored elsewhere at the Customer’s cost and risk of storage.
- g) In case of services to be performed at Customer’s facilities or other non-Getinge facilities, Customer undertakes at its own expense, to provide the necessary auxiliary staff and services, if required hereunder and Getinge shall not assume any liability for the same. If Customer fails to fulfill any of its obligations which results in failure/delay in completion of the Services or Getinge otherwise is prohibited from performing the Services, Getinge shall be entitled to charge Customer for the costs incurred by such failure.

## 7. PRICE

- a) The Price shall be as stipulated in the Commercial Proposal, or in the event of the Commercial Proposal being silent on the matter, in accordance with the then-current list prices of Getinge. Except as otherwise stated under the terms of any Commercial Proposal and unless otherwise agreed in Writing between both the Customer and Getinge, all Prices are exclusive of VAT or equivalent. If any amount due under the Agreement is subject to VAT, sales, withholding or any other tax which has the effect of reducing the amount of money that Getinge would have been entitled to receive or retain from the Customer under the Agreement but for such tax, the Customer will, at Getinge’s request, pay to Getinge such additional sum at the rate for the time being prescribed by law for that tax. The Price set forth in the Commercial Proposal includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC whenever applicable.

## 8. TERMS OF PAYMENT

- a) Subject to any additional or other terms agreed in Writing by Customer and Getinge, Getinge shall be entitled to invoice Customer for the Price of Getinge Products on or at any time after delivery of the Goods, performance of the Services or access to a SaaS. The Customer shall pay the Price in the invoicing currency within 30 (thirty) days of the date of Getinge’s invoice else the payment will be considered due irrespective of whether the Goods have or have not passed to the Customer and is due because of any reason not caused by Getinge.
- b) Apart from all that is already mentioned, in the event the Goods are to be picked up by the Customer or the Customer does not accept delivery of the Goods in accordance with the Commercial Proposal, in addition to the Price outlined in the Commercial Proposal, Getinge shall be entitled to invoice the Customer for a stocking fee, which may amount ten percent (10%) of the Price, per month and for a maximum of two (2) months, after Getinge has first notified the Customer that the Goods are ready for collection or (as the case may be) Getinge has tendered delivery of the Goods.
- c) Customer shall pay interest on all late payments at the lesser of the rate of 1% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Customer shall reimburse Getinge for all costs incurred in collecting late payments. In addition to all other remedies available, Getinge shall be entitled to suspend the delivery of any Getinge Product if Customer fails to pay any amounts when due hereunder and such failure continues for 60 days following written notice thereof.
- d) Subject to any additional or other terms agreed in writing by Customer and Getinge, Getinge may require the Customer to provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker’s bond or a bank guarantee.
- e) Getinge is not obliged to accept any checks or bills of exchange as a method of payment. Acceptance of such payment methods must be agreed upon beforehand and shall occur in any case only on account of performance and will not be considered as performance in full discharge of an obligation. Any related costs will be borne by the Customer.

## 9. SAAS TERMS AND CONDITIONS

If Customer is subscribing to any software-as-a-service provided by Getinge including but not limited to Getinge Online, the following provisions shall exclusively apply in addition to the other provisions of these GTC.

### I. PROVISION OF THE SAAS

- a) Getinge hereby grants to the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS, in accordance with these GTC and the SaaS Documentation during the Subscription Term. With respect to (i) Getinge Online, SaaS helps Customers to view data relating to Connected Goods’ performance and service needs (ii) other SaaS provided by Getinge and if not further specified in the applicable SaaS Documentation, helps solely for the intended purpose.
- b) Getinge shall to a reasonable extent (in the sole opinion of Getinge deciding what is reasonable), provide support to the Customer at the start-up of the SaaS. If so, Customer shall follow Getinge’s instructions, meaning inter alia to give Getinge access (physical and/or digital) to the Connected Goods and to provide sufficient and adequately trained personnel to their support. Should Getinge as part of the start-up support, make any customizations or modifications to the SaaS, all rights, title and interest to such customizations or modifications shall vest in Getinge. The Customer shall in such a case be granted a license corresponding to the license in the above sub-clause I) a) to the customization or modification.

- c) Getinge may make available new functionalities and updates from time to time and shall update the SaaS Documentation accordingly.
- d) The SaaS includes open-source software and/or third-party supplier software, which means that Customer's use of the SaaS shall be subject also to the terms of any third-party license agreements or notices that are provided to Customer in the SaaS Documentation for such software. The Customer undertakes to comply with the terms of such third-party license agreements and rights provided by Getinge through the SaaS.
- e) Provisions regarding, uptime, upgrades, updates, maintenance, troubleshooting, support and training is regulated in a separate Service Level Agreement provided by Getinge. The fees applicable and the service level to be provided by Getinge to Customer under the Service Level Agreement is stated in the Commercial Proposal.
- f) For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement: (i) a Force Majeure event; (ii) a fault or failure of the internet or any public telecommunications network; (iii) a fault or failure in the Customer's IT-environment, including but not limited to Customer Systems or Connected Goods; or (iv) any breach by the Customer of the Agreement.
- g) Getinge may discontinue Customer's or User's access to parts of or all of the SaaS with immediate effect if: (i) the Customer does not comply with this section or (ii) Customer's or User's use of the SaaS pose a security risk to the SaaS, Getinge, its Affiliates or any third party, or (iii) could adversely impact Getinge's systems, the SaaS or the systems or content of any third party (including Getinge's other customers); or (iv) Customer is in breach of the Agreement.
- h) If the access to the SaaS is discontinued, Getinge may at its sole discretion choose to terminate the Agreement immediately in line with section 16, or if remedied by the Customer give the Customer or Users access again to the SaaS.

## II. CUSTOMER OBLIGATIONS

- a) The Customer shall provide Getinge with all information reasonably requested by Getinge to give access of the SaaS to the Customer and its Users.
- b) The Customer shall and ensure that the user shall also comply with and always use the SaaS in accordance with relevant laws and regulations, SaaS Documentation and any other instructions provided by Getinge.
- c) The Customer is responsible for keeping all passwords and account details relating to the SaaS confidential. If the Customer suspects any unauthorized access to or use of the SaaS, the Customer shall immediately notify Getinge thereof.
- d) The Customer shall at all times maintain the security of its IT environment and ensure that the Customer Data is secure and free from viruses etc. For the avoidance of doubt, Getinge is not liable for the Customer's hardware or software, including files or data uploaded or used in connection with the SaaS, or for any unauthorized use of User accounts or otherwise of the SaaS.
- e) The Customer shall obtain and operate all Customer Systems needed to connect to, access or otherwise use the SaaS, and provide all corresponding backup, recovery and maintenance services corresponding to such Customer Systems. It shall solely be the Customer's responsibility to ensure that the Customer Systems use secure means for connecting to the internet and include commercial web browser applications capable of interfacing with the SaaS ("**Minimal Requirements**") and comply with all related configurations and specifications set forth in the SaaS Documentation.
- f) The SaaS may not be used: (i) for any unlawful or another purpose for which it is not intended or (ii) in any way so that the SaaS is interrupted, damaged, rendered less efficient or which may be disruptive to Getinge's other customers, or their use of the SaaS, or to computers or other equipment; or (iii) in any other way that could reasonably be expected to affect Getinge or the SaaS adversely or reflect negatively on the goodwill, name or reputation of Getinge.
- g) The right to access and use the SaaS granted to the Customer under this section is subject to the following conditions and limitations: (i) the Customer may only use the SaaS in connection with Connected Goods; (ii) the SaaS may only be used by the Users and must not be used at any point in time by more than the number of Users specified in the SaaS Documentation; (iii) the Customer may not republish or redistribute any content or material from the SaaS and/or SaaS Documentation; (iv) the Customer may not copy, modify, develop, translate or in any other way amend the SaaS or permit any third party to do so except for what is permitted under mandatory law.

## III. DATA PROTECTION

- a) Unless otherwise set forth in this section each Party shall be responsible, as a data controller, for its processing of personal data carried out as a result of the Agreement. Each Party must ensure that such processing is carried out in accordance with all applicable laws and regulations that govern the processing of personal data applicable to each Party. This may include (if within the EU/EEA), but is not limited to, the EU General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") and any national data protection laws and regulations implementing the EU Electronic Communications Privacy Directive (2002/58/EC), as well as any amendments to or replacements of such laws and regulations.

## IV. INTELLECTUAL PROPERTY AND CUSTOMER DATA

- a) Getinge, or any third party from whom Getinge derives its right, owns and shall retain all rights, title and interest, including any Intellectual Property, in and to the SaaS and the SaaS Documentation.
- b) The Customer retains all rights, title and interest, including any Intellectual Property, in the Customer Data. The Customer (for itself and all of its Users) grants Getinge a worldwide, non-exclusive, limited term license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent required for the performance of Getinge's obligations and the exercise of Getinge's rights under the Agreement, including the right to sub-license these rights to its hosting, connectivity and telecommunication service providers. Furthermore, the Customer grants Getinge a non-exclusive, perpetual, worldwide royalty-free license to use the Customer Data to (i) improve the functionality, usability and accessibility of the SaaS (ii) comply with or as required by any legal, regulatory and law enforcement inquiry or investigation; and (iii) use de-identified Customer Data, including de-identified patient data, in aggregated or non-aggregated form, for Getinge's internal research, analysis and product development, including the right to publish reports and marketing materials based on such de-identified data. Subject to the preceding sentence, Getinge will not sell or disclose the Customer's patient data or aggregated patient data to a third party for exploitation or commercialization by such third party (or other parties) without the Customer's prior written consent.

- c) The Customer is responsible for: (i) content development, operation, maintenance, and use of such Customer Data; (ii) ensuring that the Customer Data and Customer's Users and Getinge's use of the Customer Data will not infringe the Intellectual Property or other rights of any third party or violate any applicable laws; and (iii) taking appropriate action to secure, protect and backup Customer's and Users' accounts and the Customer Data. For the avoidance of doubt, the foregoing only applies to such Customer Data which is within the control of the Customer.

#### V. WARRANTIES AND INDEMNIFICATION

Except for the explicit warranties set out herein, Getinge provides the SaaS on an "as is" basis without warranty of any kind, either expressed or implied, including, without limitation, warranties that the SaaS is free from defects, merchantable, fit for a particular purpose or non-infringing.

- a) Getinge undertakes to indemnify and hold Customer harmless from and against any liability to a third party arising from a claim that Customer's use of the SaaS infringes upon such third party's Intellectual Property. This undertaking shall only apply provided that Customer without delay (i) notifies Getinge in Writing regarding the asserted claim; (ii) gives Getinge the sole right to determine the defense against such action; (iii) acts in accordance with Getinge's instructions; and (iv) provides Getinge with any assistance as may be reasonably requested by Getinge. Getinge may at its own cost and expense; (i) modify the SaaS in such a way that it no longer infringes the relevant Intellectual Property; or (ii) procure for the Customer the right to use the SaaS in accordance with the Agreement; or (iii) terminate the Agreement regarding the SaaS by written notice to the Customer if such alleged infringement cannot be remedied on commercially reasonable terms. Furthermore, Getinge's obligation to indemnify the Customer as set out above, shall not apply if the SaaS has not been used in accordance with the Agreement including the SaaS Documentation.
- b) Customer agrees to indemnify, defend and hold harmless Getinge from and against any and all costs, losses, expenses, damages and other costs resulting from or arising in connection to any breach against the provisions of SaaS in the GTC.

#### VI. UPDATES AND CHANGES

- a) Getinge reserves the right to at any time update or change the SaaS as well as the provisions under "SAAS TERMS AND CONDITIONS" of these GTC, including the data processing agreement. In the event of material changes, the Customer is given a reasonable notice prior to the change taking effect. Material changes will become effective on the date set forth in the notice and the rest of all changes will become effective upon Customer being notified of such change.

#### VII. TERM AND TERMINATION

- a) The Subscription Term shall initially last for one (1) year and shall thereafter be automatically prolonged for periods of one (1) year each time unless terminated by either Party in Writing at least three (3) months before the expiry of the initial period or any extension thereof.
- b) In addition to the right of termination set out in section 16, Getinge may terminate the provision of the SaaS as set out in sub-clause I) h).

#### VIII. EFFECTS OF TERMINATION

- a) Upon termination of the SaaS, for whatever reason, all rights of use conferred upon Customer under the Agreement shall cease and Customer shall immediately cease all use of the SaaS. The Parties shall return or destroy all Confidential Information of the other party and any and all derivatives thereof.

#### 10. SYSTEMS AND SOFTWARE (not SaaS)

- a) Upon payment of the applicable license fee, and subject to the terms of the Agreement, Getinge grants Customer a non-exclusive, non-sublicensable, non-transferable, perpetual right and license to at one or more of its facilities and locations to use the (i) Embedded Software for Customer's internal business purpose in the operation of the Goods (ii) Standalone Software not classified as SaaS covered in section 9 above solely for the Customer's internal business at the agreed premises on the agreed number of permitted servers, clients and devices. This license shall also include the right to access and use for Documentation referable to the Software.
- b) The Software and Documentation are protected by the respective national copyright laws and international treaties and Customer shall not copy it or allow it to be copied except that Customer has the right to (i) make such copies that are necessary for the use of the Software by Customer in accordance with its intended purpose.
- c) Customer shall (i) not use the Goods, Software or Documentation for any purpose outside the scope of the application provided, or (ii) not use the Embedded Software other than with the purchased Goods, (iii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs (provided the information necessary to achieve interoperability has not previously been made readily available to a Customer) (iv) not move the Software to any country in violation of any applicable import or export control regulations. Any manufacturer's markings, in particular copyright notices, may not be removed or changed without the prior written consent of Getinge. All other rights in and to the Software and the Documentation, including copies thereof shall remain with Getinge. The Customer is not entitled to sublicense the Software.
- d) Customer shall not, and shall not permit any third party to use, reproduce, rent, lease etc. any of the Software in any format, modify or by any third party other than Customer's personnel. The customer shall cause its systems administrator and end user employees to comply with the terms and conditions of the Agreement.
- e) Customer shall use the Software only for the purposes that are expressly authorized by the Agreement and shall not engage in any unauthorized use of the same. The Customer shall comply with the terms of third-party license agreements and rights provided by Getinge in the Documentation.
- f) Getinge warrants that (i) Standalone Software will perform materially, as set forth in the Documentation for a period of three (3) months from delivery; (ii) Embedded Software will perform materially, as set forth in the Specification for a period of one (1) year from delivery. During this period, the sole and exclusive remedy for any defect is the repair or replacement of the Standalone Software or Embedded Software, or in regard to Standalone Software will be a refund of the license fees paid in exchange for the return of the Standalone Software to Getinge at Getinge's discretion. The Customer acknowledges that the software is not, and will not be, error free and run without any interruption.

- g) Failure to comply with any of the terms of this subsection terminates Customer's right to use the Software. Upon termination of such right, Customer must return the Software provided by Getinge, and any and all copies thereof or of any other Software to Getinge and certify in Writing that no copies thereof have been retained.
- h) The warranty term for any upgrades of Software shall be three (3) months from the date of its delivery to Customer. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.
- i) Getinge shall have no liability for, or any obligations under warranty if any Software modifications are undertaken by anyone other than Getinge or its nominees. In addition, Getinge shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software to its warranted condition.
- j) Getinge may, at any time upon giving the Customer reasonable notice, itself or with the assistance of a third party, audit the Customer's use of the Software in accordance with the license granted herein. If Getinge becomes aware that the Customer uses the Software, respectively, in any manner other than what is permitted by the number of licenses purchased or otherwise in a manner which is not expressly permitted by this Agreement, Getinge shall, in addition to any other remedies available to Getinge, be reimbursed by the Customer for any costs incurred in relation to such audit.
- k) If applicable, it is the responsibility of the Customer to obtain any and all required permits for its intended import, export, re-export or other use of the Software, including the obligation to obtain end-user certificates and other documentation. Getinge undertakes no liability in relation to any export control and the Customer shall hold Getinge harmless for any and all claims, costs and expenses caused by the Customer's failure to comply with this Agreement or any relevant export control regulations.

#### 11. INTELLECTUAL PROPERTY

- a) Getinge shall own all rights, titles, and interests in and to all Intellectual Property related to the Goods owned or controlled by Getinge as of the Commercial Proposal date and all Intellectual Property that is developed by Getinge after the written confirmation of the order, provided, that it does not exclusively rely upon or materially utilize: (i) the Confidential Information of Customer; or (ii) Intellectual Property owned by Customer. Except as otherwise expressly provided herein to the contrary, these GTC do not transfer, assign, lease or license to Customer, or otherwise provide Customer with any rights or interests in or to any Intellectual Property owned by Getinge.
- b) Should the Goods, or any part thereof, become, or in Getinge's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Getinge, at Getinge's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods.
- c) All goodwill associated with the use of trademarks will accrue to the benefit of Getinge (or its licensor) and at the request of Getinge, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Getinge or Getinge's licensor as the case may be. The Customer undertakes not to register the same trademark or any confusingly similar mark or procure or assist someone else to do so. Except to the extent authorized by Getinge in Writing, the Customer will not alter or remove such trademark from the Goods.
- d) The Customer shall notify Getinge in respect of any infringement or suspected infringement of Getinge's Intellectual Property in the Goods as soon as the Customer becomes aware of such circumstances.
- e) Getinge undertakes to defend the Customer from and against any claim or action that the possession or use of the Goods (excluding any third-party of open source components) infringes the Intellectual Property rights of a third party (a "Claim") and shall fully indemnify and hold the Customer harmless from and against any losses, damages, costs and expenses incurred.
- f) If any third party makes a Claim or notifies an intention to make a Claim, indemnification according to sub-clause **Error! Reference source not found.** above is however conditioned upon that the Customer (i) without delay gives written notice of the Claim to Getinge, specifying the nature of the Claim in reasonable detail, (ii) makes no admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Getinge, (iii) allows Getinge full control and conduct of the defense or settlement of the Claim, and (iv) provides all assistance on Getinge's reasonable expense.

#### 12. INSURANCE

- a) The Customer shall maintain, at its own cost and expense, insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Getinge's written request, furnish to Getinge certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

#### 13. WARRANTIES AND REMEDIES

- a) Subject to the conditions set out herein, Getinge warrants that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanship during the Goods Warranty Period. Getinge will at its option repair, replace, return or refund the Price of the Goods that do not comply with this section 13) a) provided that the Customer serves a written notice on Getinge (i) in the case of defects discoverable by a physical inspection not later than five (5) Business Days from the arrival of the Goods at the Delivery Location; or (ii) in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location that some or all of the Goods do not comply with this Section 13) a). The Customer will be deemed to have accepted the Goods if it does not notify Getinge of any failure within the set time periods.
- b) The above warranty is given by Getinge subject to the following conditions: Getinge shall be under no liability in respect of any defect in the Goods arising from any Customer Specification supplied by the Customer, fair wear and tear, failure to follow Getinge's instructions, total Price for the Goods has not been paid by the due date, Customer uses any Goods after notifying Getinge that such Goods do not comply with Section 13) a) or where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer.
- c) If any failure to conform to the warranty is reported to Getinge in Writing within the Services Warranty Period, Getinge, upon being satisfied with the existence of such non-conformity, will correct the same by re-performing the Services. If Getinge is unable to correct such non-conformity by re-performing the Services, Getinge may return the Price thereof, or, where appropriate, the portion of the Price of the non-

conforming Services that Getinge is unable to correct. The warranty set forth in this paragraph shall apply also to parts and to any replacement parts.

- d) This warranty shall also exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear and any other external effects and causes over which Getinge had no control or for which Getinge was not responsible.
- e) This warranty shall become null and void if Customer or a third party makes changes or repairs to the Object to Be Serviced hereunder, without obtaining the prior written consent to do so from Getinge.

#### 14. RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) at the time when Getinge notifies the Customer that the Goods are available for collection (in the case, where Goods are to be delivered at Getinge's premises); or (ii) at the time of delivery (in the case of Goods to be delivered otherwise than at Getinge's premises) or, (iii) if the Customer wrongfully fails to take delivery of the Goods, the time when Getinge has tendered delivery of the Goods. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these GTC, the property in the Goods shall not pass to the Customer until Getinge has received in cash or cleared funds payment in full of the Price of the Goods.
- b) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Getinge's fiduciary agent and bailee and shall keep the properly stored, protected, insured and identified as Getinge's property. The Customer shall inform Getinge immediately if the Goods are subjected to any insolvency type event and permit (upon reasonable notice) Getinge to inspect the Goods during the Customer's normal business hours.
- c) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Getinge shall be entitled at any time to require the Customer to deliver up the Goods to Getinge and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of the Goods which remain the property of Getinge. However, if the Customer does so, all moneys owing by the Customer to Getinge shall (without prejudice to any other right or remedy of Getinge) forthwith become due and payable.

#### 15. LIABILITY

- a) Except in respect of death or personal injury caused by Getinge's negligence, Getinge shall not be liable to the Customer for any consequential loss or damage (whether caused by the negligence of Getinge, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the execution of the Agreement. Further Getinge shall not be liable for:
  - i. correct choice of Goods for the purpose intended or for any use which is non-compliant with applicable law in that country.
  - ii. by reason of any delay or failure to perform any of Getinge's obligations under the Agreement due to any Force Majeure event.
  - iii. loss of profit, revenues, damage to data or information systems, loss of contract or business opportunities, loss of anticipated savings, goodwill or any indirect, special or consequential loss or damage.
  - iv. Any damages suffered, directly or indirectly, by any person as a result of (a) the operation or the use of Goods in combination with any other hardware or software not supplied by Getinge; (b) any modification to the Goods or any of its components, Software, or the SaaS, made by the Customer or any third party; (c) use of any open source or third-party software provided by Getinge hereunder; (d) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification; and/or (e) use of the Software contrary to its intended purpose or Getinge's instructions or the Documentation.
- b) Notwithstanding anything contained in the Agreement to the contrary, Getinge's total aggregate liability will not exceed in total, the lesser of: i) Customer actual direct damages; or ii) the Price which Customer has paid Getinge for the Goods, Services or SaaS giving rise to such claim; or (iii) 50 % of the Price which Customer has paid Getinge for the Standalone Software giving rise to such claim.
- c) Neither Party will be liable to the other for any breach of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.
- d) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Getinge harmless from and against any claims or threatened claims arising directly or indirectly from the manufacture, use, modification, sale etc. by the Customer or any third party.
- e) If parts of the Object to Be Serviced are damaged through the fault of Getinge, Getinge may elect to repair said damage at its own expense (limited to the price at which services were agreed) or to deliver new replacements.

In the event of damage that is not sustained by the Object to Be Serviced itself, Getinge (including for non-executive employees) shall be liable, irrespective of the legal reason, only in the cases of willful intent, gross negligence, culpable physical injury, death, hazards to life and health, defects fraudulently concealed or the absence of any guaranteed condition and to the extent that liability is prescribed by the Product Liability Law applicable under the law governing the Agreement, for personal injury resulting from, or property damage to, privately used objects.

#### 16. TERMINATION

- a) This Agreement may be terminated immediately by either Party serving notice in Writing to the other Party where the other Party: (i) commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or (v) is petitioned into bankruptcy.

- b) If this section applies then, without prejudice to any other right or remedy available to Getinge, Getinge shall be entitled to cancel the Agreement or suspend any further deliveries or performances under the Agreement without any liability to the Customer, and if the Goods have been delivered, the Services performed and/or the SaaS been accessed by the Customer but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement that is to the contrary.

**17. INDEMNIFICATION**

- a) Customer agrees to indemnify, defend and hold harmless Getinge from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with any claim of infringement, injuries, deaths, damage, destruction or negligence and/or willful misconduct of Customer, its employees or agents except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Getinge, its employees or agents willful misconduct or negligence. In the event that the provisions of this section 17 are applicable, the interested Party shall direct the other Party a remedy notice, pursuant to section 1616 a) above.

**18. COMPLIANCE REQUIREMENTS**

- a) The Customer and Getinge shall comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. In case Goods and Services (including SaaS) require approval, Getinge requires an appropriate End-User-Declaration from the end user stating the precise use of the Goods and Services and including an informative company profile. Goods and Services will be utilized exclusively for civil and peaceful purposes.
- b) Customer shall be solely responsible for complying with laws, regulations and practices applicable to medical requirements, general manufacturing practice guidelines and applicable laws, orders and other provisions for pharmaceutical, cosmetic and/or food industries.
- c) Getinge may request, process and use personal data from Customer to manage Customer' requests, claims, orders or repairs and for the continuing relationship management to Customer. For further information see Getinge's data protection policy posted at <https://www.getinge.com/us/legal-information/privacy-policy/>. In connection with the supply of some services (such as for the provision of technical services and/or SaaS), Getinge may process personal data on behalf of the Customer, meaning Getinge will be the data processor and the Customer will be the data controller in respect of such processing of personal data. In the event the data processing agreement and the Agreement should have conflicting provisions regarding the processing of personal data, the data processing agreement shall prevail and regarding any other matters, the Agreement shall prevail.
- d) Customer acknowledges that: Getinge may be subject to the provisions of the (a) Foreign Corrupt Practices Act of 1977 of the United States of America (the "FCPA"), the United Kingdom Bribery Act 2010, and any other relevant national or international anti-bribery and corruption laws.
- e) Getinge reserves the right to cancel any business with a Company or Individual politically exposed even after all the Compliance screenings with no penalty applicable to any part have already taken place.
- f) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

The customer shall undertake its best efforts to ensure that the purpose of paragraph 1 above is not frustrated by any third parties further down the commercial chain, including by possible resellers. The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1 above. Any violation of this clause shall constitute a material breach of an essential element of this GTC, and the customer shall be entitled to seek appropriate remedies, including, but not limited to: termination of the Agreement; and a penalty of 50% of the total value of this Agreement or the price of the goods exported, whichever is higher.

The customer immediately inform about any problems in applying 17(f), including any relevant activities by third parties that could frustrate the purpose of 17(f). The customer shall make available to the information concerning compliance with the obligations under 17(f) within two (2) weeks of the simple request of such information.

**19. MISCELLANEOUS**

- a) Any notice required or permitted to be given by either party to the other under these GTC shall be in Writing and addressed to that other party at its registered office/ principal place of business or such other address as notified. No waiver by Getinge of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- b) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision. Each party undertakes that it will not disclose any Confidential Information except such Confidential Information to any of its Representatives for the purpose of performing any obligation under this Agreement.
- c) Orders shall not be assignable or transferable, in whole or in part, without the express written consent of Getinge. Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Getinge, its Affiliates, its products, or these GTC must be approved by Getinge prior to its use or release.

**20. GOVERNING LAW AND DISPUTES**

- a) This Agreement shall be governed by and construed in accordance with the laws of Singapore, excluding any conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

## **APPENDIX I – GETINGE GTC DEFINITIONS**

In this GTC, the definitions below shall apply as defined herein:

“**Affiliate**” means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, “**control**” means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

“**Business Day**” means any day other than a Saturday, Sunday or any day which is a legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close in the country in where Getinge is located.

“**Commercial Proposal**” means the commercial proposal prepared by Getinge and issued to the Customer.

“**Confidential Information**” means any information disclosed in Writing, orally, electronically or in any other form (tangible or intangible) that is confidential or proprietary in nature concerning the Disclosing Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy or products (either existing or under development), however excluding any information which (i) is or becomes common knowledge otherwise than as a result of a breach of the Agreement; (ii) the receiving Party can show was in its possession before receiving such information from the other Party in connection with the Agreement; (iii) a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof; (iv) a Party is legally obliged to provide under compulsory law, any court order or by order of another authority of competent jurisdiction, or (v) information which a Party is obliged to provide and/or disclose according to applicable marketplace rules.

“**Consumables**” means the disposable supplies or consumable products which Getinge is to supply in accordance with this Agreement.

“**Connected Goods**” means any Goods which could be connected to Getinge’s SaaS.

“**Customer**” means the person or entity who accepts the Commercial Proposal of Getinge for the sale of the Goods, Services and/or SaaS, or whose order of these is accepted by Getinge.

“**Customer Data**” means all information and data (including personal data) provided by, or on behalf of the Customer and/or the Users in the SaaS, and any such information and data generated by or through the SaaS in connection to the usage of it by the Customer.

“**Customer Systems**” means modems, servers, devices, software, network and equipment and ancillary services that are owned, controlled or procured by Customer, excluding all systems and services procured from Getinge.

“**Delivery Location**” means the location specified in the Commercial Proposal to which Getinge shall procure the delivery of the Goods.

“**Documentation**” means any human readable documentation in hard copy or electronic form such as any manuals, instructions, user guides, technical information and other documentation for the use, operation, maintenance, reproduction, and modification of the Software which are applicable from time to time provided by Getinge if any.

“**Embedded Software**” means Software embedded in, loaded on, or otherwise associated with (however excluding Standalone Software) the purchased Goods.

“**Equipment**” means the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Getinge is to supply and install in accordance with the Commercial Proposal and the Agreement.

“**Force Majeure**” means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

“**Getinge Products**” means collectively the Goods for sale and/or Services (including SaaS) provided by Getinge.

“**Getinge Online**” means a SaaS provided by Getinge with the purpose of enhancing device usage by Customers through connection with one or more of the Customer’s Connected Goods and servicing, maintenance and support services provided by Getinge for the Customer’s benefit.

“**Goods**” means the goods (including any instalment of the goods or any parts for them) which Getinge is to supply in accordance with this Agreement and shall include, where the context so requires, Consumables, Equipment, Instrument, System, and/or Software.

“**Goods Warranty Period**” means, unless written agreed in commercial proposal, the period which begins on the Goods delivery date to the Delivery Location and ends one (1) year after the delivery date; or, in the case of Consumable, ends the earlier of: (i) six (6) months after the delivery date; or (ii) the expiration of the shelf life of such Consumable. If the Goods delivered are devices Getinge or its contractors install at the Customer site, the warranty period starts at the time of completion of installation, but in no event later than two (2) months after delivery.

“**GTC**” means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Getinge.

“**Intellectual Property**” means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, databases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

“**Invention**” means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, whether or not patentable, copyrightable, and protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law.



“**Object to Be Serviced**” means any object on which the Services are to be performed, including, but not limited to, Getinge Products and any Goods under this GTC.

“**Price**” means the price for the Goods determined in accordance with the Commercial Proposal and “**Prices**” shall be interpreted accordingly.

“**Representatives**” means Getinge and Customer’s respective employees, agents, consultants, officers, subcontractors and Affiliates.

“**SaaS**” means any software-as-a-service provided by Getinge including but not limited to Getinge Online.

“**SaaS Documentation**” means the user guide, specifications and other documentation of the SaaS which are applicable from time to time and accessible in the SaaS.

“**Services**” means the repairs, corrective and preventative maintenance, relocations, retrofits, upgrades, installations, calibrations and validation services, together with any spare parts utilized in connection with the foregoing, in connection with Goods, as well as Software upgrades and updates.

“**Services Warranty Period**” means the period which begins on the day of completion of performance of the Services and ends three (3) months after the installation or such longer period as may be specified by Getinge to Customer in Writing in the Commercial Proposal.

“**Software**” means any software, library, utility, tool or other computer or program code in object code form provided by Getinge, (including both Embedded Software, Standalone Software and firmware) to implement a specified functionality but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third-party software.

“**Specification**” means the description of the Goods and Services attached to the Commercial Proposal or otherwise provided to the Customer by Getinge in Writing.

“**Standalone Software**” means a Software provided stand-alone from any Goods.

“**Subscription Term**” means the subscription period for which the Customer is granted access to the SaaS, commencing on the date Getinge grants access to the Customer and lasts, if not otherwise stated in the Commercial Proposal, during the period set out in clause III of section 9 of these GTC.

“**System**” means Goods which includes the physical equipment Getinge is to supply in accordance with this Agreement together with (to the extent applicable) the Software and any other deliverables specified in the Commercial Proposal.

“**Term**” means the period beginning on Customer’s unqualified acceptance of these GTC, through the earlier of: (i) the time period set forth in the Commercial Proposal or as set forth in the key code if Getinge is licensing a Software.

“**Users**” means the employees of the Customer or other persons under the Customer’s control that are appointed by the Customer as authorized users of the SaaS in line with the procedure described in the SaaS Documentation.

“**Writing**” means any written communication by letter or by e-mail.