

## How to use Getinge Global Terms and Conditions (GTC):

- GTC is applicable for SSUs and BAs sales to end-Customers only.
- GTC is not applicable to the SSUs sales to Distributors, Agents, and all Third Parties (referred to the Third Part Engagement Directive for definitions and applicability).
  - In case the SSU is working to have written agreements with Distributors (cannot be an exception for Agents) this GTC should be applied to the sales. However, the SSU must have the Regional Legal Team advice for it as an exceptional and for a limited period.
- In some Regions/Countries, the GTC could not be applicable due to local laws questions, however, the document will work as an internal guideline for the SSU on the sales GTC. Please, consult the Regional Legal Team for more information about it.
- Some Regions/Countries, would prefer to apply Contracts as a rule instead of the GTC, in this case, the GTC can serve as a guide for the Sales and Services Agreements.
- This document cannot be applicable to a Direct Sale (BA/Factory to an end-Customer) unless if it is a pre-approved deviation, as per the intragroup agreement in place (please consult the Legal Team) or without a pre-approved form signed.
- There are negotiations in which the other party will not accept Getinge GTC, then the document will also be applicable as an internal guideline to review the other party proposed document, by defining Getinge minimum standards.
- **All sales must be documented by**
  - **Getinge Commercial Proposal + GTC sing/accepted by the Customer; or**
  - **Sales and/or Service Contracts.**
- The SSUs can define monetary thresholds, aligned with GS ComOps and Finance to apply Commercial Proposal + GTC or Contracts.
- The Commercial Proposal must contain the payment terms, delivery terms and other commercial conditions related to the sale and service proposed to an end-Customer.
- Getinge Global GTC Matrix will be published in English and translated to local language, as needed.
- This GTC can be published in Getinge Global Website/Extranet. It can also be published in the local Getinge Extranet/Website and a link to it inserted in the Commercial Proposals.
- Global Sales must keep a central repository and a control on the last reviewed by Legal and approved GTC. Changes will need to go through a new process, involving Legal and the main stakeholders in Global Sales.
- Part 4/Local Requirements:
  - it can be redacted and published in local language only;
  - cannot create new or different rules of the other 3 previous parts (same QRC logic for the local directives, SOP, WIN).
- **IF YOU NEED TO EDIT CHANGES IN THIS DOCUMENT, CONSULT THE REGIONAL LEGAL TEAM FOR MORE INFORMATION ABOUT IT.**
- **This instructions page must be removed to use the GTC.**

## PART I- GENERAL TERMS AND CONDITIONS

### 1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

a) These general terms and conditions of sale ("**GTC**") apply to the sale of the Goods (as hereinafter defined), SaaS (as hereinafter defined) and Services (as hereinafter defined) as set out in the Quotation provided by Getinge Limited, a company registered in England and Wales under number 02195291, having its business office located at Unit 3, Indurent Park, Andresseway Way, Chaddesden, Derby, DE21 6YH, UK ("**Getinge**"), to which these terms are appended (the "**Quotation**"). The Quotation defines the Price, Delivery and any other special conditions, which will apply. Getinge shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods, Services and SaaS (as applicable) in accordance with and on the basis of these GTC which together with the Specifications (as hereinafter defined) and the Quotation constitutes the "**Agreement**".

b) The Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless it is a framework agreement executed by the parties which will be complemented by Quotations issued by Getinge from time to time. This Agreement prevails over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted such other terms. Fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.

c) These GTC contain four (4) parts (each, a "Part" and collectively the "Parts"). Part I contains "General Terms and Conditions," which shall be applicable to all sales and purchases of Goods and Services. Part II of this Agreement contains "Terms and Conditions for Sale of Goods," which shall be applicable to the purchases and sales of Goods, as the case may be, in addition to the provisions of Section I. Part III of this Agreement contains "Terms and Conditions Sale of Services," which shall be applicable to purchases and sales of Services, as the case may be, in addition to the provisions of Section I. Part IV contains "Terms and Conditions for Sale of SaaS" which shall be applicable to purchases and sales of SaaS, as the case may be, in addition to the provisions of Section I.

d) Any of the following shall constitute Customer's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the Good(s), SaaS or Services; (iii) acceptance of any shipment or delivery of Good(s) or provision of Services or SaaS; (iv) payment for any of the Good(s), SaaS or Service(s); (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 Quotation or (vii) any other act or expression of acceptance by Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence

covering the sale of the Goods, SaaS or Services covered by the Quotation, the terms and conditions in such contract shall prevail to the extent they are inconsistent with these GTC.

e) These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.

f) No variation to these GTC shall be binding unless agreed in Writing between the authorized Representatives of the Customer and Getinge.

### 2) DEFINITIONS

In these GTC:

"**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 on which banking institutions are authorized or required by law or other governmental action to close in England.

"**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 other 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).

"**Connected Goods**" means any Goods which could be connected to Getinge's SaaS.

"**Consumables**" mean the disposable supplies or consumable products which Getinge is to supply in accordance with this Agreement.

"**Customer**" means the person or entity who accepts the Quotation of Getinge for the sale of the Goods, SaaS or Services, or whose order for the Goods, SaaS or Services 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 Quotation to which Getinge shall procure the delivery of the Goods.

**"Equipment"** shall mean the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Getinge is to supply and install in accordance with the Quotation 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 Online"** means a SaaS provided by Getinge with the purpose of enhancing device usage by the Customer 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"** shall mean 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) one (1) year 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 installs 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, data bases, 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 manufactured and/or purchased from Getinge or any of

its Affiliates, on which the Services are to be performed, including, but not limited to, SaaS and Goods.

**"Price"** means the price for the Goods determined in accordance with the Quotation and "Prices" shall be interpreted accordingly.

**"Quotation"** means the Quotation prepared by Getinge and issued to the Customer.

**"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, also software upgrades and updates,.

**"Services Warranty Period"** means the period which begins on the day of completion of performance the Services and ends ninety (90) days after the installation later or such longer period as may be specified by Getinge to Customer in Writing in the Quotation.

**"Software"** means any proprietary software developed by Getinge to implement the 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 and attached to the Quotation or otherwise provided to the Customer by Getinge in Writing.

**"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 Quotation, during the period set out in section 35 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 Quotation.

**"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 Quotation 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.

Any reference in these GTC to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these GTC are for convenience only and shall not affect their interpretation.

### 3) BASIS OF THE SALE

a) Getinge shall sell and the Customer shall purchase the Goods, SaaS or Services in accordance with any written Quotation of Getinge which is accepted by the Customer, or any written order of the Customer which is accepted in Writing by Getinge, subject in either case to these GTC, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Oral agreements shall only become valid when Getinge confirms the same in Writing.

b) Getinge's employees or agents are not authorized to make any representations concerning the Goods or Services unless confirmed by Getinge in Writing. In entering into the Agreement, the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

c) Any advice or recommendation given by Getinge or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Getinge is followed or acted upon entirely at the Customer's own risk, and accordingly Getinge shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods or Services are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Getinge other than those expressly set out in the Agreement.

d) Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by Getinge, including Getinge's website, shall be subject to correction without any liability on the part of Getinge.

### 4) ORDERS

a) Getinge does not represent, warrant or undertake that all of the Goods, SaaS or Services will be available for order at all times, or until an order is

accepted, that Getinge can supply the volumes requested.

b) 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 (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Getinge as a result of cancellation.

c) Getinge's Quotation that does not include any acceptance deadline may be revoked by Getinge unless Getinge receives written confirmation of acceptance by the Customer within three (3) weeks with effect from the Quotation date.

d) Getinge reserves the right to request full or partial pre-payment prior to delivery of the Goods. SaaS or Services.

### 5) PRICE

a) The Price shall be as stipulated in the Quotation, or in the event of the Quotation being silent on the matter, in accordance with the then current list prices of Getinge.

b) Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in Writing between both the Customer and Getinge, all Prices are given by Getinge on a CPT INCOTERMS 2020 basis. The Customer shall be liable to pay Getinge's charges for transport, packaging, freight and insurance.

c) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Getinge may be subject), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to such Value Added Tax, sales, withholding or any other tax which has the effect of reducing the amount of money which 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. In the event that any tariffs, duties, or similar charges are imposed on the importation of finished Goods after the issuance of a Quotation, Getinge reserves the right to apply a surcharge to cover these additional costs. This surcharge will be calculated as a percentage of the total order value and will be communicated to the Customer prior to shipment.

d) The Price set forth in the Quotation includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC. Charges for services or goods not covered by the Agreement will be invoiced separately at the time of occurrence or delivery and at the prevailing rates.

e) Whenever the Quotation and Price is presented in a foreign currency, the Parties shall observe the foreign exchange (FX) conversion rate and rules, as per the local applicable laws and rules. The FX must be



expressed in the Quotation attached to this GTC and subjected to the Customer acceptance by signing the Quotation.

## 6) 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 the Goods, SaaS and Services on or at any time after delivery of the Goods or performance of the Services (including SaaS). Notwithstanding the foregoing, 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 Quote, in addition to the Price outlined in the Quotation, Getinge shall be entitled to invoice the Customer for:

i. a stocking fee, which may amount ten per cent (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;

ii. the Price of the Goods if, two months after Getinge has first notified the Customer that the Goods are ready for collection or (as the case may be) Getinge has first tendered delivery of the Goods, the Goods are still stored by Getinge.

b) The Customer shall pay the Price in the invoicing currency within 30 days of the date of Getinge's invoice, subject to credit, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer.

c) The invoice will be issued to the company that presented the Purchase Order and executed Getinge's Quotation and this GTC. Also, the payment shall be made by the same legal entity.

If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Getinge, Getinge shall be entitled to: (i) cancel the Agreement or suspend any further deliveries or performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of interest applied by the Central Bank in the Country from where Getinge is selling or providing services to its most recent financing operation plus 10 (ten) points. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.

d) All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim in accordance with the payment terms on the Quotation.

e) Getinge may require from the Customer that the latter 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. The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Getinge, have not been established by final court

decision and are not yet ready for a decision in a legal dispute shall not be permitted.

f) Getinge is not obliged to accept any checks or bills of exchange as 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 Customer. Credit notes from checks and bills of exchange will occur by deducting any costs and subject to receipt at the value on the day Getinge has access to the equivalent value.

## 7) LIABILITY

a) Except in respect of death or personal injury caused by Getinge's negligence, Getinge shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and 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, except as expressly provided in these Conditions.

b) Getinge shall not be liable for the correct choice of Goods for the purpose intended in the individual case and for the correct linkage of such Goods to one another or to items of the Customer. This shall be the sole responsibility of the Customer or of such person who links and installs the Goods on behalf of Customer. Getinge disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant to applicable law in the country of use.

c) Getinge shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Getinge's obligations under the Agreement, if the delay or failure was due to any Force Majeure event.

d) To the fullest extent permitted by law, and notwithstanding anything contained in the Agreement to the contrary, Getinge's total aggregate liability under, or in connection with this Agreement, whether arising in tort (including negligence), contract or in any other manner 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, SaaS or Services giving rise to such claim. Without prejudice to Section 7(i) Getinge shall not be liable to the Customer for any (i) loss of profit or revenues; (ii) loss of or damage to data or information systems; (iii) loss of contract or business opportunities; loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect, special or consequential loss or damage.

e) 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.

f) Getinge shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software not supplied by Getinge; (ii) any modification to the Goods or any of its components, including without limitation, the Software, or the SaaS, made by the customer or any third party; (iii) use of any third party software provided by Getinge hereunder; (iv) 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 (v) use of the Software contrary to, its intended purpose or Getinge's instructions or the documentation.

g) 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 claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.

h) Save where Getinge or its Representatives are negligent, the Customer shall hold Getinge and its Representatives harmless from all claims against Getinge brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Getinge' premises or while the Customer's Representatives are interfacing with, or assisting Getinge in its work (if any) at the Customer's site

## **8) 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 is petitioned into bankruptcy; or (v) conducts a material change in its management or control.

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 to the contrary.

## **9) 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 (i) any claim of infringement of any patent or other proprietary rights of any person or party to the extent that the Goods were manufactured pursuant to Specifications supplied or required by Customer; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Goods sold pursuant to the Agreement, or any products or items manufactured using such Goods, or relating to the products items or equipment serviced under the Agreement, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Getinge' willful misconduct or negligence; or (iii) the negligence and/or willful misconduct of Customer, its employees or agents.

b) Getinge agrees to defend and indemnify Customer and hold Customer harmless 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 the negligence and/or willful misconduct of Getinge, its employees or agents.

c) In the event that the provisions of this Section 9 be applicable, the interested Party shall direct the other Party a remedy notice, pursuant to Section 8(a)(i) above.

## **10) INSURANCE**

The Customer shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance and maintain such coverage and limits in commercially reasonable amounts. Customer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Getinge' written request, furnish to Getinge certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

## **11) 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. The Customer also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Getinge, in violation of any applicable laws or regulations of the competent authorities. Further, the Customer shall neither use any Goods, Services (including SaaS), information, Software

and technology offered by Getinge in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

b) The Parties acknowledge that some or all the Goods are classified as medical devices and that the Goods must meet: (i) quality requirements applicable to the Goods; and (ii) the requirements of applicable laws and regulations in order to be imported, marketed, distributed and sold in the Territory, such as but not limited to FDA - Food and Drug Administration in the USA, European MDR's, ANVISA – National Healthy Surveillance Agency and any other Ministry of Health, Healthy Agency and Public Administrative bodies in the Country where the Goods are commercialized. The Parties shall cooperate with each other to obtain any regulatory market authorization(s), registrations and any other regulatory requirements as applicable in order for the Goods to be marketed and sold in the Territory.

c) Goods may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods or Services (including SaaS) require approval, Getinge requires an appropriate End-User-Declaration from the end user stating the precise use of the Goods or Services (including SaaS) and including an informative company profile. Goods and Services (including SaaS) will be supplied exclusively for civil and peaceful purposes. With the purchase order, the Customer agrees to comply with all applicable laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

- d) The Customer further affirms that:
- (i) The Customer shall not sell, export or re-export, directly or indirectly, to (a) the Russian Federation or for use in the Russian Federation any Goods or SaaS supplied under or in connection with this Agreement that falls under the scope of Article 12g of Council Regulation (EU) No 833/2014; (b) the Republic of Belarus or for use in the Republic of Belarus any Goods or SaaS supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.
- (ii) The Customer shall undertake its best efforts to ensure that the purpose of sub-clause (i) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (iii) 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 sub-clause (i).

- (iv) Any violation of sub-clauses (i), (ii) or (iii) shall constitute a material breach of this Agreement, and Getinge shall be entitled to seek appropriate remedies, including, but not limited to:

- termination of this Agreement; and
- 50% of the total value of this Agreement, or price of the Goods exported or SaaS, whichever is higher.

- (v) The Customer shall immediately inform Getinge about any problems in applying sub-clauses (i), (ii) or (iii), including any relevant activities by third parties that could frustrate the purpose of sub-clause (i). The Customer shall make available to Getinge information concerning compliance with the obligations under sub-clause (i), (ii) and (iii) within two weeks of the simple request of such information.

e) Pharmaceuticals, Cosmetics, Food: For Customers in pharmaceutical, cosmetic and/or food industries, it is expressly understood and agreed that Customer shall be solely responsible for complying with laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws, orders and other provisions.

f) Data protection: Getinge will request, process and use personal data from Customer to manage Customer' requests, claims, orders or repairs and for the continuing relationship management to Customer. Some of those data processing activities are handled on behalf of Getinge by Getinge AB, Sweden, its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union. For all cases involving a transfer of personal data, Getinge will ensure compliance with applicable data protection regulations. Furthermore, Getinge will transfer these data to authorities, if there is an existing legal obligation for Getinge to do so. Individuals have the right to access their data processed by Getinge and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see Getinge' 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.

g) Anti Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act: Customer acknowledges that: (a) Getinge may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) Getinge may be subject to other bribery and corruption laws,



including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Getinge to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law.

h) Getinge can cancel any business with a Company or Individual politically exposed after all the Compliance screenings with no penalty applicable to any part.

## 12) MISCELLANEOUS

a) Any notice required or permitted to be given by either party to the other under these GTC shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

b) 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.

c) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.

d) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this Section as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction.

e) Orders are not assignable or transferable, in whole or in part, without the express written consent of Getinge.

f) Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Getinge, its Affiliates, its products, or to these GTC must be approved by Getinge prior to its use or release.

g) Getinge, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property. Except as otherwise expressly permitted by Getinge, no use of Getinge's or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Getinge' or its Affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Getinge of another entity's products or services.

h) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Getinge subject to the other terms of these GTC in relation to the Goods and Services), and personnel.

i) Nothing in this document is intended to create any rights in third parties against Getinge.

j) Getinge and Customer shall negotiate in good faith modifications to the Agreement, if the performance of the Agreement becomes excessively onerous for Getinge due to an event beyond Getinge's reasonable control including, but not limited to, major changes in production, labor and transport costs, general price list increases, materials shortages, exchange rate fluctuations, changes in law or applicable regulatory standards, necessary suspensions or modifications of the supply as well as any further changes beyond Getinge's sphere of influence.

## GOVERNING LAW AND DISPUTES

k) This Agreement is governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with the laws of England, without regard and to the exclusion of its conflict of laws rules. The United Nations Convention for the International Sale of Goods is excluded and shall not apply.

l) All disputes arising out of or in connection with this Agreement, including its validity or a breach thereof, and all questions of arbitrability, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") **by one or more arbitrators appointed in accordance with the ICC Rules.**

m) The place of the arbitration shall be London, UK, and the language of the arbitration shall be English (the same as the language of the contract).

n) In addition to the ICC's Rules, the Parties agree that the arbitration shall be conducted in accordance with the IBA Rules on the Taking of Evidence in International Arbitration, as current on the date of the commencement of any arbitration.



o) The arbitrator(s) shall have the power to grant any interim or provisional measures that they deem appropriate, including but not limited to injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator(s) may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator(s) to act as *amiable compositeurs* or to proceed *ex aequo et bono*, and the arbitrator(s) shall have no authority to exercise rights of *jura novit curia*. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

p) The arbitrator(s) may award to the prevailing party, if any, as determined by the arbitrator(s), its costs and expenses, including reasonable attorneys' fees. Judgment upon any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

q) No information concerning an arbitration, beyond the names of the parties and the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by a party or witness in the arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively as a result of its participation in the arbitration, and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law.

## PART II- TERMS AND CONDITIONS FOR SALE OF GOODS

If Customer is purchasing Goods from Getinge, the following provisions shall exclusively apply in relation to the purchase and sale of Goods, and Goods only, in addition to the provisions of Part I of these GTC:

### 13) 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"), and for giving Getinge any necessary information relating to the Goods within a sufficient time to enable Getinge to perform the Agreement in accordance with its terms

b) The quantity, quality and description of and any Specification for the Goods shall be those set out in Getinge' Quotation.

c) If the Goods are to be manufactured or any process is to be applied to the Goods by Getinge in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Getinge against all loss, damages, costs and expenses awarded against or incurred by Getinge in connection with or paid or agreed to be paid by Getinge in settlement of any claim for infringement of Intellectual Property Rights of any other person which results from Getinge' use of the Customer's Specification.

d) Getinge reserves the right to make any changes (i) in the Specification or, if applicable Customer Specification of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied to Getinge's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order.

### 14) DELIVERY

a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Quotation. Getinge shall notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. 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 the Customer's expense.

b) Getinge will use its reasonable endeavors to meet delivery dates but such dates are approximate only and time of delivery is not of the essence and Getinge shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Getinge in advance of the quoted delivery date upon giving reasonable notice to the Customer.

c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to 10% more or 10% less than the quantity ordered will not be regarded as a failure of Getinge to supply the Goods ordered, provided that Getinge will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.

d) If Getinge is entirely unable to deliver the Goods for any reason other than any cause beyond Getinge's reasonable control or the Customer's fault, and Getinge is accordingly liable to the Customer, Getinge's liability shall be limited to the Price of the Goods that Getinge failed to deliver.

### 15) RISK AND PROPERTY

a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be delivered at Getinge's premises, at the time when Getinge notifies the Customer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at Getinge's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Getinge has tendered delivery of the Goods.

b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, 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.

c) 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 Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Getinge's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Getinge immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Getinge to inspect the Goods during the Customer's normal business hours and provide Getinge with such information concerning the Goods as Getinge may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Getinge for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale. If, at any time before title to the Goods has passed to the Customer, the Customer informs Getinge, or Getinge reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Getinge may (i) require the Customer to re-deliver the Goods to Getinge (at the expense of the Customer if so requested by Getinge); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

d) 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.

e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Getinge, but 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.

## 16) 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 or refund the Price of the Goods that do not comply with this Section 16(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 16(a) and identifying in sufficient detail the nature and extent of the defects and complying with any returns policy of Getinge that may be notified to the Customer from time to time. The Customer will be deemed to accept the Goods if it does not notify Getinge of any failure of the Goods to comply with this Section 16(a) within the time periods set out above.

b) The above warranty is given by Getinge subject to the following conditions: (i) Getinge shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer's Specification supplied by the Customer; and (ii) Getinge shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Getinge's instructions (whether oral or in writing) as to storage, installation, commissioning, use or maintenance of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Getinge's approval; (iii) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts or materials not manufactured by Getinge, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Getinge; (v) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Getinge that such Goods do not comply with Section 16(a) hereof; (vi) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer.

c) Subject as expressly provided in these GTC, all warranties, conditions or other terms implied by statute or law are excluded to the fullest extent permitted by law. Except as set out in this Section 16, Getinge gives no warranty or condition and makes no representation in relation to the Goods.

## 17) INTELLECTUAL PROPERTY

a) Notwithstanding any other provision of this Agreement or termination or expiration of this Agreement, Getinge shall own all right, title, and interest in and to all Intellectual Property related to the Goods owned or controlled by Getinge as of the Quotation date, and all Intellectual Property that is developed by Getinge after its 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.

Procurement and maintenance of copyright or Intellectual Property related to the Goods or any other proprietary rights relating to any technology, including any Invention owned by Getinge shall be carried out or pursued at the discretion and expense of 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. Getinge's obligations under this Section will not apply to Goods modified or used by the Customer other than in accordance with the Agreement or Getinge's instructions. The Customer will indemnify Getinge from and against all losses, damages, liability, costs and expenses incurred by Getinge in connection with any claim arising from such modification or use.

c) In relation to trademarks affixed to or incorporated within the Goods, use of the trademarks will be in accordance with this Agreement and with Getinge's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks 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 apply to register or register the same trademark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorised by Getinge in writing, the Customer will not alter or remove such trademark from the Goods.

## **18) SYSTEMS AND SOFTWARE (not SaaS)**

a) If Customer is licensing Software from Getinge, including software licensed in connection with the purchase of any Goods and any and all other software or firmware embedded in, loaded on, or otherwise associated with the purchased Goods, the following additional provisions shall apply:

b) Getinge grants Customer the non-exclusive, non-sublicensable, non-transferable, perpetual right and license to use the copy of the Software in object form that is on the readable computer media provided to Customer by Getinge.

c) The Software and related copyrights are owned by Getinge, by an Affiliate of Getinge, and/or by certain suppliers of Getinge and its Affiliates, and title to the Software in general or respective copyrights shall not pass to Customer as a result of Customer's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of Getinge.

d) The Software is 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, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Customer does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he is entitled to do.

e) Customer shall (i) use the Goods and associated documentation for human diagnostic applications, (ii) not to use the Software other than with the purchased Goods or for any purpose outside the scope of the application for which it is being provided, and (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, but only 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 readily available to Customer, and (iv) not move the Software to any country in violation of any applicable import or export control regulations. The Customer undertakes to refrain from removing the manufacturer's markings and in particular, copyright notices or to change these 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. The Customer shall not, and shall not permit any third party to use, modify, reproduce, rent, lease etc. the Software in any format. The Customer shall cause its systems administrator and end user employees to comply with the terms and conditions of the Agreement.

f) Customer further understands that its use of the Software shall be subject to the terms of any third party license agreements or notices that are provided to Customer by Getinge and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party license agreements and rights provided by Getinge in advance.

g) The Software is covered by the limited warranties applicable for the System set forth in Section 16 and by no other warranties, express or implied.

h) Getinge makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification. Software or firmware corrections are warranted for a period of three (3) months from the date shipped by Getinge or until expiry of the Goods Warranty Period (in case of an embedded software), whichever is longer

i) 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 disk 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.

j) Any replacements, fixes or upgrades of the Software which Customer may hereafter receive from Getinge or an Affiliate of Getinge, shall be provided subject to the same restrictions and other provisions contained in this subsection, regardless of whether subsection or these GTC are specifically referenced when Customer receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades shall be one (1) year 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.

k) Getinge shall have no liability for, or any obligations under warranty if any Software or firmware 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 or firmware to its warranted condition.

l) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Getinge able or willing to offer Software, System and installations at the Prices.

m) 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.

n) 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.

## 19) EQUIPMENT

a) If Customer is purchasing an Equipment from Getinge, which is to be installed by Getinge, the following additional provisions shall apply:

b) Factory Acceptance Tests ("FAT"): Getinge will notify the Customer in Writing when the Equipment will be ready for testing at Getinge' premises. Following such

notification, representatives of each party will, at their own expense, attend the Getinge' premises on a mutually agreed date for the purpose of testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Getinge and approved by Customer. Getinge will provide Customer with a certified report of the results of any test. Once the Equipment has been tested pursuant to this Section 19 a), Getinge will deliver the Equipment on Customer's Delivery Location, on a mutually agreed date.

c) 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 Delivery Location on a mutually agreed date for the purpose of commissioning and acceptance testing the Equipment in accordance with the applicable Specifications and the SAT protocol to be issued by Getinge and approved by Customer. Getinge will provide Customer with a certified report of the results of any test. In addition to any remedies that may be provided under these GTC, Getinge may 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.

## PART III- TERMS AND CONDITIONS FOR SALE OF SERVICES

If Customer is purchasing Services from Getinge, the following provisions shall exclusively apply in relation to the purchase and sale of Services, and Services only, in addition to the provisions of Part I of these GTC.

### 20) OBJECT TO BE SERVICED

a) Customer shall assure that any Objects to Be Serviced within the scope of any Service hereunder does not pose any health hazard to Getinge's agents or employees.

b) Unless otherwise set forth in the Getinge' Quotation, the standard service hours under the Agreement shall be Monday to Friday, 08:00 to 17:00 EST, excluding public holidays.

c) Services must be ordered exclusively in relation to Object to be Serviced; Customer shall not resell any Service to any third party unless specifically authorized in writing by Getinge.

### 21) INSTALLATION SERVICES

a) If agreed and detailed in the Quotation, Getinge shall install the Goods, provided all necessary information relative to the installation of the Goods, in particular the location of installation and all drawings and any other relevant details, including all software interfaces, has been agreed between Getinge and the Customer in good time to enable the installation to commence. The schedule of necessary information to be



provided by each Party shall be agreed by the respective project leaders of each Party within one (1) month of the date upon which Getinge accepts the Customer's order.

b) Getinge shall be entitled to vary the Price to cover any special transport, handling, hoisting costs or other costs of installation and to cover storage or other charges arising from delays by the Customer in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and other times necessary for manufacture, modification, supply, dispatch, delivery or installation of the Goods.

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) In those cases where it has been agreed that Getinge shall install the Goods, the Customer shall, at its own expense (i) prepare the site; (ii) ensure reasonable working conditions; (iii) provide Getinge with secure areas for storing materials and installation equipment; (iv) provide proper access to the site; (v) ensure the site is safe and certify the site to be free of chemical and biological hazards; (vi) provide all facilities specified by Getinge prior to installation, including, without prejudice to the generality of the foregoing, supplying electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, adequate lifting gear and lighting.

e) When requested by Getinge, the Customer will complete and provide permits to work and use best endeavors to facilitate access to the site for Getinge Representatives outside normal working hours where necessary. Getinge will use reasonable endeavors, to the extent permissible under applicable law to comply with any special site requirements of which it has prior written notice.

f) Getinge reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provide as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.

g) Except where Getinge or its Representatives are negligent, the Customer shall hold Getinge and its Representatives harmless from and against all claims, losses, damages, penalties and others brought against Getinge resulting from personal injury or death, which arise during installation.

## **22) SERVICES PERFORMED AT GETINGE' FACILITIES**

The following shall be applicable with respect to all Objects to Be Serviced at Getinge' facilities:

a) Objects to Be Serviced shall be packed and shipped to Getinge' facilities by Customer at Customer's sole expense, and Customer shall bear the risk of loss in regard to such shipment to and from Getinge' facilities. At Customer's request, transportation to and, if

necessary, from Getinge' facilities will be insured against insurable transport risks, e.g., theft, breakage, fire, at Customer's expense. During the time that Service is performed at Getinge' facilities, no insurance protection is provided by Getinge. Customer shall ensure that existing insurance coverage is maintained for the Object to Be Serviced, and only upon Customer's express request and at Customer's expense will Getinge obtain insurance to cover such risks.

b) Services hereunder shall be considered performed and completed if the Object to Be Serviced has been tested as provided by the Agreement.

c) In the event that Getinge is delayed in the performance of any Services as a result of the acts or omissions of Customer and/or its employees, agents or contractors, or if Customer delays the return of the Object to be Serviced following performance and completion of the Services, Getinge may charge Customer warehouse rent for storage at Getinge' facilities, or, at Getinge' discretion, the Object to Be Serviced may be stored elsewhere, and Customer shall bear the costs and the risk of storage at such other location.

## **23) SERVICES PERFORMED AT CUSTOMER'S FACILITIES**

The following shall be applicable with respect to all Objects to Be Serviced at Customer's facilities, or such other non-Getinge facilities as Customer may indicate:

a) Customer, at its own expense, shall support Getinge service personnel in performing the Services hereunder, including ensuring that the Objects to Be Serviced are available for servicing at the time of each scheduled preventive maintenance or emergency service call. Getinge' service personnel will contact Customer to set a mutually agreeable date and time for each such service visit.

b) Customer shall take all required measures to protect people and objects on the site where the Services are to be performed, and shall also inform Getinge' service personnel of any special safety rules and regulations. Getinge may charge Customer, at its customary rates, for time incurred by Getinge' service personnel related to any facilities, policies, safety or training required by Customer, unless the foregoing is expressly included in the Price set forth in the Agreement.

c) Customer undertakes, at its own expense, to: (i) provide the necessary auxiliary staff in the number and for the time required to perform the Services hereunder, if necessary, and Getinge shall not assume any liability for said auxiliary staff; (ii) perform all construction, foundation and all scaffolding work, including procurement of the building materials required therefor; (iii) provide the required devices and heavy machinery and/or tools as well as the required materials and items for said equipment; (iv) provide heating, lighting, utilities, water, including the required connections and outlets; (v) provide the necessary dry and lockable rooms for storing the service personnel's tools; (vi) protect the site at which the Services are to be performed and the materials

located there from damaging effects of any type, and clean the site at which the Services are to be performed; (vii) provide Getinge' service personnel with suitable and secure lounge and work areas (with heating, lighting, wash facilities, sanitary facilities) and first aid; and (viii) provide materials and take all action that is necessary to adjust the Object to Be Serviced and to perform contractually agreed testing.

d) Customer shall ensure that the Services can be started without undue delay upon arrival of Getinge' service personnel and performed without delay. Insofar as special diagrams or instruction manuals are required for the Object to Be Serviced, Customer shall provide these in due time to Getinge.

e) For Services to be performed within the scope of commissioning, Customer shall ensure, in particular, that electrical and mechanical installation of the Object to Be Serviced has been completed as a prerequisite to Getinge' beginning the Services hereunder, with Customer providing the support set forth hereinabove.

f) If Customer fails to fulfill any of its obligations in this Section 24, and as a result of such failure, completion of the Services is delayed or Getinge otherwise is prohibited from performing the Services, then Getinge shall be entitled to charge Customer, at its customary rates, the costs incurred by Getinge related to such failure.

## **24) DEADLINE FOR SERVICES PERFORMANCE**

a) The times indicated as deadlines for the particular Service to be performed under the Agreement are based on estimates and, for this reason, shall not be binding. The Customer may request Getinge to agree to a binding deadline for performance of the Service(s) hereunder only if the scope of the work and/or Service is exactly defined.

b) A binding deadline for performance of a Service hereunder shall be considered met if upon expiration thereof the particular Object to Be Serviced is ready to be transferred to the Customer for retrieval, if said Object is to be tested as provided by the Agreement, and/or if the corresponding Service to be performed hereunder has been completed and/or the desired objective of said Service has been achieved.

c) If additional or extended orders are placed or if Services are additionally required, the agreed deadline for performing the originally ordered Service hereunder shall be extended accordingly.

d) If any Service to be performed hereunder is delayed in the context of events relating to industrial disputes, in particular strikes and lockouts, or occurrence of circumstances for which the Contractor is not liable, the deadline for performing said Service shall be reasonably extended, insofar as such obstacles are proven to exert significant influence on performance of any Service hereunder; this shall also apply if such circumstances occur after Getinge has already defaulted on said performance.

e) If the Customer specifies a reasonable deadline, taking into account the legal exceptions, for subsequent performance of Service 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 withdraw from the Agreement. Further claims on account of a delay in performance shall be governed exclusively as defined in Section 24 c) hereof.

## **25) ACCEPTANCE**

a) The Customer undertakes to accept the Service performed hereunder, whether in the form of repair, maintenance, commissioning service or other defined Service hereunder. If the Service performed does not conform to this Agreement, Getinge undertakes to eliminate the defect as defined by Section 26 hereunder, provided that this is possible for the particular Service to be performed. This shall not apply if the defect is minor when assessed in the interest of the Customer or is based on a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance.

b) 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 Service performed hereunder.

c) Upon acceptance, Getinge' liability for discernible defects shall lapse, insofar as the Customer does not reserve the right to enforce a claim for a certain defect.

## **26) WARRANTIES AND REMEDIES**

a) Getinge warrants that the Services shall be conducted in a good and workmanlike manner in conformity with industry standards.

b) Services shall be in accordance with Getinge' Specifications. Should the Customer request more extensive tests, this shall be agreed in writing and the costs for said extensive tests shall be borne by 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 of 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 foregoing shall be Customer's sole and exclusive remedies, and the liability of Getinge hereunder is expressly limited to re-performance of nonconforming Services or the return of the Price thereof, as the case may be. The warranty set forth in this paragraph shall apply also to parts and to any replacement parts.

d) This warranty shall be in lieu of all other warranties, express or implied, and all other warranties, express or implied, including without limitation the

warranties of merchantability and fitness for a particular purpose, are excluded.

e) This warranty shall also exclude used goods, used spare parts, damage incurred as a consequence of natural wear and tear, inadequate maintenance by anyone other than Getinge, failure to follow equipment operating instructions, excessive or unsuitable use and improper construction and/or assembly work performed by third parties, and any other external effects and causes over which Getinge had no control or for which Getinge was not responsible.

f) 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.

## 27) LIABILITY

a) 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 or to deliver new replacements. Getinge's obligation to replace said damaged parts shall be limited to the price at which the particular Service was agreed. As for the remaining provisions, Section 27 c) shall apply accordingly.

b) If, through Getinge's fault, the Customer cannot use the Object to Be Serviced as provided by the Agreement, and this non-use results from failure to provide or the provision of deficient suggestions and or advice, either before or after said Agreement is signed, and other collateral obligations of the Agreement – in particular instructions for operation and maintenance of the Object to Be Serviced, the provisions of Sections 25 and 26 shall apply accordingly, excluding further customer claims.

c) In the event of damage that is not sustained by the Object to Be Serviced itself, Getinge shall be liable, irrespective of the legal reason, only (i) in the event of willful intent; (ii) in the event of gross negligence on the part of the legal representative | entities, directors or executive-level employees; (iii) in the event of culpable physical injury death and hazards to life and health; (iv) in the event of defects that it has fraudulently concealed or the absence of which it has guaranteed; 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. In the event of culpable breach of material contractual duties, Getinge shall also be liable in the event of negligence by its non-executive employees and in the event of slight negligence, where the latter case shall be limited to losses that are typically associated with this type of contract and that are reasonably foreseeable. Any further claims shall be excluded.

## 28) SERVICES NOT INCLUDED

a) Unless stated otherwise in the Quotation, the Services shall not apply to any defect or malfunction in the Object to Be Serviced which, in Getinge's reasonable opinion, has arisen as a result of:

- TOC – Total organic carbon has many different sources and is split into 2 types, organic and synthetic. Please refer to the enclosed TOC factsheet regarding this and seek advice from your AED on how they wish to proceed. It is likely that the machine will continue to fail on TOC due to the reasons set out in the fact sheet (available upon request)

- Mycobacteria – Environmental Mycobacteria (EM) is synonymous with potable water. If there is presence of EM in the EWD rinse water the next stage of testing is for the site to test their RO ring return and Potable Water as this is the route of contamination. It is

understood that RO manufacturers do not make mycobactericidal claims. Factsheet available upon request.

- Silicates/phosphates – Getinge EWD's do not produce silicates or phosphates as part of the process. Out of specification, silicate/phosphate values are due to the content in the feed water. It is advised that if the EWD rinse water is out of specification the RO water is analysed and the results discussed with the sites AED.

b) All Service Contracts and warranties are issued on the provision only Getinge approved chemicals are used. Use of any non-Getinge approved chemical will invalidate any warranty on any part. Similarly the use of non-Getinge detergents and or disinfectants will nullify any Premium (Fully Comprehensive) Service & Validation Contract.

- transportation or relocation of the Object to Be Serviced not performed by or on behalf of Getinge or with Getinge's prior written consent;
- any error or omission relating to the operation of the Object to Be Serviced;
- any modification, adjustment or repair to the Object to Be Serviced made by a third party without the written consent of Getinge;
- the subjection of the Object to Be Serviced by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or
- any other cause (except fair wear and tear) which is not due to the neglect or default of Getinge.

c) If on investigation Getinge reasonably determines that any defect in or malfunction of the Object to Be Serviced is the result of any of the matters referred to in clause 28 b), the Customer shall be liable for all costs incurred by Getinge in making the investigation and determining its cause.

d) If any part of the Object to Be Serviced can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the Object to Be Serviced is damaged beyond economic repair otherwise than through Getinge's fault (as to whether either of which events has occurred Getinge's decision shall be final and binding on the Customer) Getinge reserves the right to terminate the Agreement with immediate effect, by giving Written notice to the

Customer, in respect of the whole or any part of the Object to Be Serviced which can no longer be maintained, in which case Getinge shall repay to the Customer a fair proportion of any charges for Getinge's services which have been paid in advance by the Customer.

e) If the Customer requests Getinge's services without any reasonable justification, or requires Getinge to repair a defect in or malfunction of the Object to Be Serviced which is due to causes not covered under this Agreement, the Customer shall be liable to pay Getinge's standard charges from time to time in force for such services.

#### **PART IV- TERMS AND CONDITIONS FOR SALE OF SaaS**

If Customer is purchasing SaaS from Getinge, the following provisions shall exclusively apply in relation to the purchase and sale of SaaS, and SaaS only, in addition to the provisions of Part I of these GTC.

#### **29) 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 sub-clause (a) above 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 [available here / attached hereto / 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 Quotation.

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 material 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 8, or if remedied by the Customer give the Customer or Users access again to the SaaS.

#### **30) 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.

### 31) 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.

### 32) 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.

### 33) WARRANTIES AND INDEMNIFICATION

a) 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.

b) 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.

c) 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.

#### **34) UPDATES AND CHANGES**

a) Getinge reserves the right to at any time update or change the SaaS as well as the provisions under **“TERMS AND CONDITIONS FOR SALE OF SAAS”** 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.

#### **35) 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 8 and 11 (d)(iv), Getinge may terminate the provision of the SaaS as set out in section 29 (**Error! Reference source not found..**

c) 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.