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GENERAL TERMS AND CONDITIONS OF SALES

Clause 1 – General

All products and/or services (hereinafter respectively “**Products**” and “**Services**”), provided by ELITechGroup Benelux B.V. (hereinafter “**ELITech**”) to customer (hereinafter “**Customer**”) is governed exclusively by these general terms and conditions of sales as they are applicable at the time the order is placed (hereinafter “**General Terms and Conditions**” or “**GTC**”).

All additional terms and conditions (including Customer’s purchase terms), agreements, alterations and supplements to contractual agreements will become only valid, if they are expressly confirmed by ELITech in writing or signed by it. All other documents such as catalogs, leaflet, advertisements, notices, etc. are for information purposes only and are non-binding.

In the event of conflict between contractual provisions expressly agreed in writing and these General Terms and Conditions, the contractual provisions shall prevail.

Clause 2 – Offers - Orders - Delivery

2.1 Offers – Orders. ELITech’s offers are non-binding. The term “**Order**” refers to any order for ELITech’s Products and/or Services listed in its catalogs, accepted by Customer and followed by payment or any deposit specified on the order form. By placing the Order, Customer conveys a binding contract offer. . Acceptance can also be expressed through the delivery of the Products. Unless an Order has already been accepted, ELITech will not consider any request to modify the composition or volume of an Order placed by Customer unless the request is made in writing (including fax or e-mail) and is received by ELITech no later than five (5) days after ELITech has received the initial Order and under condition the order has not been internally processed yet. If the Customer modifies the Order, ELITech will be released from the agreed deadlines for its execution.

The delivery of catalogues, price lists and prospectuses does not oblige to an Order acceptance by ELITech.

Each Order agreed between ELITech and Customer constitutes a separate contract for the supply of the Product and/or Services (the “**Contract**”).

Notwithstanding the above, in case of changes or cancellation of Order by Customer two (2) weeks from date of Order acceptance by ELITech, ELITech will charge Customer for restocking costs for twenty-five (25) percent of the total Order amount. In case the Products have already been sent, Customer will be charged with 100% value of the Order.

Where an export or import license, a foreign exchange control authorization or similar authorization is required for the Products or the Services, the party responsible for

obtaining the license or authorization shall act with due diligence to obtain it in good time. If within three (3) months, the required license or authorization cannot be obtained, either party shall be entitled to regard the Contract as never having been formed, provided that such party informs the other party of its decision without delay. ELITech reserves the right to cancel any Order of a Customer in case of overdue payments for previous deliveries (invoices).

2.2 Delivery. Delivery times are given only for informative purposes. Delivery times start from the confirmation date of the Order by ELITech.

Delays in delivery shall not give rise to any penalty, compensation or damages nor motivate the cancellation of the Order. If Customer fails to take delivery of the Products or any part thereof on the dates and at the places agreed, then ELITech will be entitled to cancel such delivery and all other outstanding deliveries and to charge Customer with any loss suffered.

2.3 Customer shall take possession of the Products within thirty (30) days from the date of the final invoice email or from any other date provided by ELITech. Should Customer fail to take possession of the Products directly or through the intermediary of its transport company within the foregoing period, an extra daily charge for pallet or box storage amounting to fifteen (15) Euro per pallet per day and ten (10) EUR per box per day will be charged to the customer .

2.4 Urgent Orders. ELITech may accept to receive urgent Orders (i.e.: with a shipment of Product within a timeframe shorter than the regular minimum delivery time). If such urgent Order is agreed by ELITech an extra charge of two hundred and fifty (250) Euro will be made.

Clause 3 – Minimum order value

ELITech acceptable minimum amount per order is one thousand (1000) Euro. Orders with less value than the above minimum amount will be additionally charged with transport and administration costs.

Clause 4 – Prices

Prices will be those in force on the day of the Order (actual price list). Prices are always exclusive of tax, calculated net, without discount and payable on the date indicated on the invoice. The current price list may be revised at any time by ELITech, after prior notice to the Customer. Any change to the price list will automatically apply from the date indicated on the new price list. Unless otherwise specified, prices shown in price lists and catalogues are given in Euro’s and shall include the cost of packing required for air transport conditions to prevent any damage or deterioration of the goods before they reach their destination as stated in the Contract, with an exception of the Shipments requiring dry ice, cost of dry ice will be charged separately.

Clause 5 – Passing of the Risk

The risk in any Products and liability for any loss or damage shall immediately pass to Customer once the Products have been placed at Customer disposal or when the goods have effectively passed the carrier's rail at the

agreed (air)port of shipment depending on specified Incoterms 2020. EXW Incoterm is to be considered as commonly agreed Incoterm unless expressly stated otherwise.

Clause 6 – Reservation of title

6.1 The purchased Products remains property of ELITech until the terms of the Contract and all payment obligations are fulfilled, even if payment terms are granted. As caretaker of the item, Customer is liable for any damage or loss incurred after delivery, and must take all necessary steps, at its own cost, to permit identification of the Products ordered from ELITech at any time. ELITech reserves the right to mark the Products with a number or reference.

6.2 ELITech reserves the right to reclaim all or part of the Products concerned, as it deems fit, in case of failure to pay any instalment or in the cases referred to section 6.3. Customer undertakes to return the said Products to ELITech, all expenses paid, upon the ELITech's first request. In the event that the Products are out-of-date or damaged, the resulting depreciation shall be taken into account to determine the ELITech's residual debt to Customer.

6.3 In case of petition for bankruptcy, suspended payment or any legal procedure concerning receivership or compulsory liquidation of companies or in case of application of the private settlement law, Customer must notify ELITech immediately and provide forthwith, at its own cost, a full and honest inventory of the Products in stock, which must be held for ELITech so that the reservation of title clause may be invoked.

6.4 In the cases referred to in sections 6.2 and 6.3, Customer shall refrain from selling the Products without ELITech's prior written agreement or from using title to the Products as a lien or security.

Clause 7 - Payment terms

7.1 Unless expressly stated otherwise, payment terms are thirty (30) days payment. Payments must be done by Customer in the currency stated in the Order by a bank transfer.

7.2 Unless expressly stated otherwise, payments must be done without any discount or set-off. .

7.3 Interest shall be payable for late payments from the date payment become due to the actual date of payment at the minimum rate of three (3) times the applicable legal interest rate in The Netherlands.

7.4 In addition to the penalty set forth in section 7.3 above, Customer shall reimburse any charges or fees which would have incurred the debt collection or dispute the amounts due. All invoices recovered will be increased as a non-reducible by a fixed compensation equal to twenty (20)% of the amount of unpaid bills, without prejudice to the damages that might arise. The amount of the lump indemnity for recovery costs, in the event of delay in payment, is forty (40) Euro, unless justification for higher fees. In the event of a payment irregularity due to Customer's insolvency or breach of its payment obligations by the agreed-upon deadlines, ELITech is entitled to suspend the performance of the Contracts or

Orders until the contractual obligations have been fulfilled. In addition, ELITech reserves the right to refer the matter to the competent court in order to have this non-performance be ceased.

Clause 8 – Warranty

8.1 ELITech warrants that Products will be free of defects in materials and/or workmanship for a period of twelve (12) months from the invoicing date or, fourteen (14) months from the invoicing date given Customer provides ELITech with an installation report within two (2) months after the invoicing date and not later than fourteen (14) months after the invoice date "**Warranty Period**"),

8.2 During the Warranty Period, ELITech shall, if the defect is one that is covered by this clause, at its option:

- a) Have the defective Products returned for repairs;
- b) Replace the defective Products;
- c) Repurchase the defective Products.

8.3 The provisions of this limited goods warranty do not apply to instruments products:

- a) Used for the purposes they are not designed or intended;
- b) Which have been repaired by other than ELITech authorized personnel;
- c) Which have been subjected to misuse, abuse, negligence or accident;
- d) Which have been improperly stored, installed, maintained or operated;
- e) Which have been used in violation of written instructions provided by ELITech (such as the use of supplies or cleaning products that are not allowed in the Instructions For Use);
- f) Which have been damaged from leaking or defective batteries.

8.4 Repaired instruments or replacement parts shall be warranted for ninety (90) days after shipment to Customer.

8.5 ELITech hereby warrants that any perishable Products, when used and handled under normal conditions and in accordance with instructions for the intended purpose, will perform as advertised until at least the date of expiration stated on products label.

8.6 If Customer notifies ELITech that a Product is defective, ELITech shall carry out tests on the basis of random sampling in order to determine the cause of non-conformity. If the tests conducted confirm the non-conformity and that it is not caused by abuse or failure of Customer to observe instructions for the Products, then manufacturing entities, on behalf of ELITech, shall replace the concerned Products at ELITech's expenses and Customer shall return the Products to ELITech, as determined by ELITech, or destroy the non-complying Products, according to ELITech's instructions.

Clause 9 - Compliance with law, export controls and regulatory commitments

9.1 These General Terms and Conditions are subject to, and ELITech and Customer shall comply with, all laws and export controls, regulations, orders, licenses, requirements, and governmental requests.

9.2 The Customer shall obtain and maintain, at its own cost, on behalf of and in the name of ELITech or the name of the manufacturing unit producing the Products sold by ELITech all export or import licenses, foreign exchange control authorizations or similar authorizations necessary and appropriate for import, distribution and sale of related goods. ELITech shall assist Customer, at no cost, to obtain the aforesaid governmental approvals by providing the information required by the governmental authorities.

Clause 10 - Personal Data Protection

10.1 ELITech is entitled to process the personal data of the Customer for the purpose of processing Orders, fulfilling contracts, complying with a legal obligation, or for any other purpose necessary for the pursuit of its legitimate interests, in compliance with the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data (GDPR). The personal data may be kept for the period necessary to fulfil the purpose for which it was collected. The personal data will then be deleted in accordance with the legal retention period.

10.2 For the above purposes Customer consents to the collection and processing by ELITech of its Personal Data or those related to its employees. Customer shall have the right to withdraw its consent at any time. Customer agrees that this Personal Data may be shared with companies of the ELITech Group, and with any other third party within the limits necessary for the fulfillment of the purposes described above.

10.3 In accordance with the applicable legislation, Customer or its employees, provided that they prove their identity, has a right of access and rectification, deletion, limitation of processing and the right to portability of such Personal Data. Customer (or its employees) may also oppose at any time, for legitimate reasons, to the processing of its Personal Data. If Customer is willing to exercise this right, it shall send the request by e-mail to egbv-data-privacy@elitechgroup.com.

Clause 11 - Governing law and disputes

11.1 These General Terms and Conditions shall be governed as to all matters including validity, construction and performance by the laws of The Netherlands, without regard to its conflict of law provisions and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods.

11.2 If no amicable settlement is reached within a thirty (30) days period, any dispute, controversy or claim between the parties arising out of or in connection with these General Terms and Conditions (including their existence, validity or termination) shall be settled by the Dutch court, even in the event of a third-party claim or multiple defendants.

Clause 12 – Transport and storage, complaints, incidents, traceability, field actions, Post Marketing Surveillance

12.1 Customer shall ensure that, while Products are under its responsibility, storage conditions comply with the conditions as set by the manufacturer.

12.2 In case Customer has received a complaint or a report about suspected incidents related to Products they shall immediately forward this information to ELITech.

12.3 In case Customer becomes aware of an event that proves that Products may have caused or contributed to a death or serious injury Customer shall report this to ELITech without delay, but in any case, no later than fifteen (15) calendar days.

12.4 Customer shall co-operate with ELITech to achieve an appropriate level of traceability of Products.

12.5 In case of a field action Customer shall be able to identify the department to whom they have directly supplied Products.

12.6 Customer, following ELITech's written instructions, undertakes to inform the applicable authorities in case of a reportable incident or field action.

12.7 Customer shall communicate ELITech's Field Safety Notice without delay to its users.

12.8 Customer undertakes to conduct the field action and to inform ELITech on a regular basis of the follow-up, the completion and effectiveness of the field action.

12.9 Customer shall give assistance to Post Marketing Surveillance (PMS) activities.

Clause 13 – Liability

13.1 The liability of ELITech for a breach of its obligations shall be limited to the damages incurred by Customer and arising out directly from such breach.

13.2 ELITech is not liable for indirect or intangible damages, including but not limited to: loss of revenue, loss of business, loss of contracts, loss of customers, loss of savings or profits, damages to Customer's reputation or brand image, loss of profits, loss of data, loss of information, etc.

13.3 In any case ELITech's liability is limited to the total amount of the Order price, all damages and claims included.

13.4 ELITech shall not be held liable beyond a conventional limitation period of two (2) years as from the occurrence of the damage for which it is liable.

Clause 14 – Insurances

Each of the parties warrants to be insured for its professional liability with a reputable and solvent company and undertakes to maintain this guarantee throughout the duration of the contractual relationship.

Clause 15 – Force majeure

Each of the parties is not liable for any breach of its contractual obligations if the breach was due to a case of force majeure (“**Cases of Force Majeure**”). In particular, the following events are considered as Cases of Force Majeure: natural disasters, wars, embargo, disruption of means of transport or communication, shortage of raw materials, supply difficulties, fire, epidemics, pandemics, major political events, strikes, power outages, transmission failure and other circumstances beyond reasonable control. The party affected by a Case of Force Majeure shall inform the other party and notify this as soon as possible after its occurrence by any appropriate means. The Case of Force Majeure shall suspend the obligations of the affected party as long as its effects last. Nevertheless, if the consequences of the Case of Force Majeure last for more than ninety (90) consecutive days, the parties will meet in good faith to find an amicable solution.

Clause 16 – Termination

In the event of a breach by either party of any of its obligations under the GTC, which is not remedied within thirty (30) days of receipt of a registered letter with acknowledgement of receipt, the other party may terminate the Order in whole or in part, without legal formalities and without prejudice to any damages to which the latter may be entitled.

In the event of termination due to the Customer's fault, ELITech will be entitled to claim payment for goods already delivered or in progress. Customer is not authorized to cancel the Order for convenience.

Clause 17 – Intellectual and industrial property rights

The Order does not imply any transfer or assignment of intellectual and/or industrial property rights to the Customer. Consequently, ELITech remains the owner of all intellectual and industrial property rights to the products sold and the related documentation.

In the event that the delivered product incorporates software, the Customer is only granted a non-exclusive license to use this software. This license may not be assigned or sublicensed to a third party for any reason whatsoever.

Customer shall inform ELITech as soon as possible of any legal action settled against him concerning ELITech's Products that infringe the intellectual and/or industrial property rights of a third party. Customer will not take any action without the prior consent of ELITech. Subject to compliance with the conditions listed in this paragraph, ELITech shall indemnify the Customer against all claims. Any use of or reference to ELITech's trademark by the Customer, in any manner whatsoever, or any other

trademark belonging to him is subject to the prior and express agreement of ELITech.

Clause 18 - Confidentiality

All documents and information (including, in particular, commercial and financial conditions) communicated by each party in the context of the performance of the Order remain confidential and may not be communicated to third parties for any reason whatsoever. They remain the property of the disclosing party and must be returned to the other party on first request. Each of the parties undertakes to take the necessary measures with regard to its personnel to ensure compliance with the provisions of this paragraph throughout the performance of the Order and for three (3) years from the expiry or termination of the present stipulations.

Clause 19 – Miscellaneous

19.1 Subcontracting

Customer expressly agrees that ELITech may subcontract all or part of its obligations to a third party of its choice, subject to prior notice to the Customer.

19.2 Interpretation

In the event of any doubt as to the interpretation of any clause or in the absence of any indication as to the scope of ELITech's obligations, Customer acknowledges that ELITech's obligations are to be understood as obligations of means.

19.3 Waiver

Any tolerance or waiver by one of the parties, in the context of the application of all or part of the commitments provided for under the GTC, regardless of their frequency or duration, shall not constitute a modification thereof, nor generate any right whatsoever.

19.4 Invalidity

The possible invalidation of any of the articles or paragraphs contained in the GTC or in any other contractual document, in particular by a court decision, shall not affect the other provisions that will continue to have their full effect.