

GENERAL TERMS AND CONDITIONS OF SALE

1. General Terms and Conditions of Sale

- 1.1. All sales and supplies of products (the “**Products**”) by IPS Medical S.r.l. (the “**Seller**”) are understood to be made subject to these General Terms and Conditions of Sale (the “**Conditions**”), and any transmission of orders implies their full acceptance by the buyer (the “**Buyer**”).
- 1.2. Exceptions to the Conditions shall be valid only if expressly approved in writing by the Seller. Unless otherwise agreed in writing, these Conditions shall always prevail over the Buyer's general terms and conditions of purchase, irrespective of when they are sent to the Buyer and/or the Seller's receipt of the general terms and conditions of purchase.

2. Orders and Order Confirmations

- 2.1. Upon receipt of the request for Products (“**Order**”), the Seller shall send its offer (“**Offer**”) containing all contractual covenants and with these Conditions attached.
- 2.2. Upon receipt of the Offer, the contract (“**Contract**”) shall be deemed to have been concluded upon receipt by the Seller of the Offer signed for acceptance by the Buyer.
- 2.3. In any case, the Seller shall be free to send its order confirmation repeating the agreements communicated with the Offer and referencing these conditions (“**Order Confirmation**”). Such Order Confirmation shall indicate the commencement of the performance of the Contract.
- 2.4. The Seller shall always remain free to accept or reject Orders, and in the event of non-acceptance of one or more Orders, the Buyer shall not be entitled to claim damages for any reason whatsoever.
- 2.5. In the event of revocation or cancellation of an Order after the conclusion of the Contract, the Buyer shall be liable to pay a penalty of 30% of the price of the Goods covered by the Order in question.
- 2.6. Contracts only include the Products and services specified in the Seller's Offer; any additional goods or services shall be the subject of a specific agreement in writing and invoiced separately.

3. Installation and After-Sales Service

- 3.1. The Seller shall be obliged to install the Products (“**Installation**”) only if expressly provided for in writing in the Contract.
- 3.2. Installation is subject to the Buyer's confirmation that the site used for the Product complies with the Technical Specifications of the Product provided by the Seller (“**Technical Specifications**”). If, at the time of Installation, the premises are found to be non-compliant, the Seller shall have the right not to proceed with Installation and to charge the Buyer for the labour and travel costs of the technicians.
- 3.3. The Parties may only provide support services, either on an ongoing basis or on demand, by an ad hoc Service Agreement (“**Service Agreement**”). Unless otherwise specified in the Service Agreement, support services outside Italy's territory are limited to remote activities.
- 3.4. Unless otherwise agreed upon in writing, Installation and servicing shall be performed according to the Seller's internal protocols and shall never give rise to an obligation of result or constitute a guarantee of proper functioning of the Products.

4. Delivery and transport

- 4.1. Delivery terms are approximate in favour of the Seller and are never essential, unless otherwise agreed in writing.

- 4.2. The Buyer acknowledges that any delay in the delivery of the Products concerning the date indicated in the Offer does not constitute an essential breach and shall not give rise to any indemnifiable damage.
- 4.3. In any case, delivery is conditional on due payments, also in connection with previous Orders.
- 4.4. The Seller reserves the right to accept delivery requests for partial orders.
- 4.5. Unless otherwise agreed in writing, sales are understood to be **Ex Works** - Incoterms® 2020, do not include packaging costs, and are exclusive of taxes and duties.

5. Payments and retention of title

- 5.1. Unless otherwise agreed in writing between the Parties, payment shall be made by bank transfer within the term indicated in the Offer.
- 5.2. Payments shall be made only and exclusively to the Seller or to agents expressly authorised to do so in writing by the Seller.
- 5.3. Until the price has been paid in full, the Products remain the property of the Seller, who may at any time claim their return.
- 5.4. In the event of non-payment, even in part, on the agreed due dates, there is no need for a default notice:
 - a. interest on arrears shall accrue in favour of the Seller, from the due date for payment until actual payment, at the rate set out in Article 2 point 6) of EU Directive 2011/7 EU of 16.2.2011 on combating late payment in commercial transactions, or at the rate set out in any future applicable transposition and implementation legislation.
 - b. The Seller may immediately discontinue any further deliveries even if they relate to other Contracts;
 - c. The Buyer shall be deemed to have forfeited the benefit of the time limit, with the consequent right for the Seller to demand immediate payment of the entire claim against him for all supplies made and not yet paid for.

6. Warranties

- 6.1. Seller warrants only that the Products shall conform to the provisions of (i) the Offer and (ii) the Product Technical Specifications (collectively "**Warranty**"); implied warranties, warranties as to the functionalities, fitness for the purpose of the Products, merchantability of the Products outside Seller's territory are therefore excluded. The sole Buyer shall be responsible for verifying the regulatory and technical requirements for the circulation and trade of the Product outside the territory in which the Buyer is based.
- 6.2. Products may be subject to breakage or damage; therefore, the Warranty is provided solely if the Products are used and stored in accordance with the Seller's instructions, recommendations, and Technical Specifications and are regularly maintained by the Seller or its authorised technicians.
- 6.3. The Warranty does not cover defects or damages arising from Installation, maintenance, or servicing by third parties or the Buyer.
- 6.4. The Warranty only covers spare parts for defective or malfunctioning components of the Product; it does not include components subject to normal wear and tear and consumables such as seals, glass parts, and radiogenic tubes. The Buyer shall bear labour and all other intervention costs.
- 6.5. Unless otherwise agreed in writing, the Warranty shall be for 24 months from the Product's delivery date.

7. Defect Notice and Claims

- 7.1. Immediately upon delivery, the Buyer shall verify that the delivered Products correspond to those ordered and conform to the agreed characteristics. If the packaging of the Products is damaged upon arrival, the Buyer is obliged to accept the same with the reservation, under penalty of forfeiture of the Warranty under Article 6.
- 7.2. The Buyer shall send a notice of any claim or defects ("**Notice**") by sending an e-mail to engineering@ipsxray.com, enclosing proof of the defect and a copy of the delivery note of the Products, within and no later than 15 working days after receipt of the Products (in the case of an apparent defect) or discovery of the defect (in the case of a hidden defect).
- 7.3. The Notice shall be accompanied by the simultaneous making available of the defective Products, with an indication of where they can be inspected; failure to make the Products available or a claim made in a manner that does not comply with the foregoing shall cause the Buyer to forfeit the Warranty for those Products.
- 7.4. In any case, the Seller's liability for any defects or lack of quality shall be limited to the sale price of the defective Products; the Seller shall be obliged to replace within a reasonable time the Products that are actually defective and/or lacking the contractual qualities, or, at the Seller's option, to refund the price. Costs of transformation, disassembly, and disposal of the products are expressly excluded from warranty obligations on the Seller, as well as labour costs and indirect damages, legal expenses, loss of profit, and any other item of damage, as well as any damage or defect outside the limits and scope outlined in Art. 6.

8. Returns

- 8.1. The Seller shall not accept, for any reason or title whatsoever, returns of Products.
- 8.2. The Seller reserves the right to request the return of defective Products, provided that the Notice is received within the terms and in the manner outlined in Art. 7.

9. Intellectual Property

- 9.1. The Buyer acknowledges that all trademarks and all intellectual property rights relating to the Products, including, without limitation, rights relating to patents for inventions, designs or models, utility models, trademarks of which the Seller is the owner or licensee, know-how, technical specifications, data and information in any way registered or relating to such rights (collectively "**IPRs**") are the total and exclusive property and ownership of the Seller and that their communication or use in the context of the sale or service of a Product does not give rise to any right or claim in respect thereof on the part of the Buyer.
- 9.2. The Seller agrees not to perform any act incompatible with the Seller's ownership of the IPR, including, but not limited to, reverse engineering of software, unauthorised copying, and unauthorised alterations and modifications of the Products.
- 9.3. Buyer shall refrain from using and registering similar and/or confusable trademarks with the IPR and shall use Seller's IPR only in accordance with Seller's instructions for the purposes outlined in these Terms and Conditions.

10. Prohibition of resale to sanctioned subjects

- 10.1. The Buyer shall not, directly or indirectly, resell, distribute, transfer, or otherwise dispose of the Product or any of its components or spare parts to any person affected by international sanctions or operating in a country blacklisted by the competent international authorities.
- 10.2. The Buyer undertakes to exercise reasonable care to ensure that any potential Buyer or recipient of the Product or any of its components or spare parts is not subject to international sanctions or is not located in a blacklisted country. The Buyer shall take all necessary steps to verify the

compliance status of prospective Buyers or consignees before engaging in any resale activity and shall promptly inform the Seller of any suspicious order placed by it.

11. Force Majeure

- 11.1. Neither Party shall be liable for non-performance of its obligations under the Conditions and/or the Contracts, if and for so long as such non-performance is the result of “Force Majeure Events” such as but not limited to, earthquakes, floods, pandemics, wars, fires, lock-outs, machinery breakdowns or supply difficulties, orders of the authorities and any other impediment, if and to the extent that the Party prevented from performance proves (a) that such impediment is beyond its reasonable control (b) that such impediment could not have been reasonably foreseen at the time the Order or Offer was placed; and (c) that the effects of the impediment could not have been reasonably avoided by the Party concerned.
- 11.2. The Force Majeure Event shall result in the suspension of the performance of the Contract for the duration of the Force Majeure Event; the Party affected by the Force Majeure Event shall in any event endeavour to perform the Contracts entered into as far as possible and to limit as far as possible the damage caused to the other Party by the non-performance.
- 11.3. If the impossibility of performance exceeds 90 days, the non-defaulting Party shall have the right to notify that it is not interested in performing the Contract or the part of the Contract that has become impossible, with the consequent termination of the Contract.

12. Applicable law and jurisdiction

- 12.1. Italian law shall govern the Conditions and any Contract, agreement, or dispute arising from or in connection with them. The Court of Verona (Italy) shall be the sole competent court for any dispute between the Parties concerning the stipulation of the Conditions, the Contract, its clauses, their interpretation, execution or termination, and any contract, agreement, or dispute deriving from or connected to it, with express exclusion of any other potentially competent court.
- 12.2. The Seller shall also have the right to bring suit, at its option, in the competent court at the place where the Buyer has its seat or where the Products were (or should have been) delivered.

13. Processing and protection of personal data

- 13.1. Under and for the purposes of Article 13 of EU Regulation no. 679/ 2016 (“General Data Protection Regulation – GDPR”), the Seller and the Buyer declare that they have mutually informed each other about the identity and contact details of the Data Controller; the legal basis, purposes and methods of processing of their respective data; communication and dissemination of personal data to third parties; the data retention period; mandatory or optional nature of providing data and consequences of any refusal to answer or communicate them; the rights of the Data Subject and in particular the right to object to the processing of data concerning them and/or to obtain the cancellation, transformation, updating, rectification and integration of such data.
- 13.2. By signing this contract, the parties mutually consent, where necessary, pursuant to Article 7 of EU Regulation No. 679/ 2016, to the processing of their data under the terms above and limits. The Buyer also acknowledges that they have fully read the Seller’s privacy policy available at: <https://www.ipsxray.com>

For acceptance
The Buyer

Pursuant to Art. 1341 et seq. of the Italian Civil Code, the following provisions are specifically approved:
2.4 Penalty for cancellation of orders; 6 Warranty (limitation of liability); 7.1 Forfeiture of warranty; 7.3
Time limits for contesting defects; 7.4 Limitation of liability; 9.

For acceptance
The Buyer
