

GENERAL TERMS AND CONDITIONS

1. General Information, Scope of Application

1.1. These General Terms and Conditions of Sale of SURGICON AG (hereinafter referred to as "GTC") are part of each contract entered into between SURGICON (hereinafter referred to as "SURGICON") and its customers.

1.2. Customers' conditions that may differ from these are not valid unless they are explicitly acknowledged by SURGICON as part of the contract.

1.3. Any subsidiary agreements, covenants, or changes of these GTC are required to be in writing.

1.4. SURGICON is entitled to change the GTC of SURGICON at any time on own discretion. The GTC at the time the contract

is entered into effect shall apply.

1.5. The copyright, intellectual property and all related rights to documentation and software programs of SURGICON remain fully with SURGICON.

1.6. SURGICON offers its products globally to health professionals, medical institutions, manufacturers, and distributors competent and legally entitled, and capable to for either using, reselling, or processing medical devices, whatever applicable.

2. Concluding the Contract and Deliverables

2.1. All information in SURGICON prospectuses, website, catalogues, technical documentation, and price lists are subject to change and non-binding without explicit written agreement. Illustrations have informational character only, only technical information and instructions for use of the original manufacturer of the goods are valid.

2.2. The contract with a customer shall only become effective, if the order has been confirmed in writing by SURGICON in the form of an order confirmation or if other contractual documents signed by both parties exist in which SURGICON's goods and services are definitively listed.

2.3. The customer is responsible for the use of the products delivered and is required to notify SURGICON of any special rules and standards that must be complied with no later than at the time of order placement.

2.4. The customer acknowledges the special educational and regulatory requirements for medical devices and to use the products. The Customer confirms by placing the order to have the competence as well as the legal and regulatory permission to use the products available.

2.5. Offers from SURGICON without a deadline expire within 30 days of dispatch of the offer. Any offer may be revoked up to the point of dispatch of the order confirmation.

2.6. Unless otherwise agreed in SURGICON's order confirmation, the 2010 version of Incoterms shall apply. Provisions of these GTC that differ from the Incoterms, however, shall take precedence.

2.7. In case SURGICON provides any kind of advice, consultation, or any other services to a company, all suggestions, proposals, and results are on a proposal basis. The customer is always and in full responsible for the implementation and the outcome of the implementation in any manner. The customer waives any right to any kind of compensation, reduction or cancellation of invoices or their payments, or to any reimbursement or replacement.

3. Prices, Payment, and delivery terms

3.1. SURGICON shall deliver according to Incoterms 2010 EXW SURGICON's warehouse or logistic partner, or according to a separate written agreement.

3.2. Unless quoted different, prices are in Swiss Franc (CHF) excluding VAT, tax and duties where applicable.

3.3. Applicable VAT is charged by SURGICON and recognised accordingly.

3.4. Payment shall be made in the relevant currency indicated in SURGICON order confirmation.

6. Inspection of goods / Notification of defects

6.1. The goods should be inspected by the customer immediately upon receipt. Any defects should be notified without delay in writing via registered letter.

6.2. SURGICON shall have the right, after receiving the notification of defects, to have the alleged defects checked by its own employees or experts.

6.3. Customer should not send back any defective product without prior approval of SURGICON.

6.4. Notifications of defects or complaints shall not confer the right to withhold payment.

6.5. Claims due to damage, loss or delay during transport should be directed by the customer to the forwarding company within the deadline stipulated. If this does not occur, the customer shall bear the responsibility for all consequences and damages that result.

6.6. SURGICON may, in the case of justified notifications of defect that are correct in terms of form and timing and in the case of defects that are within the statute of limitations, undertake remedies to the goods delivered in defective condition.

6.7. In all other respects the legal statutes of limitation shall apply.

6.8. SURGICON shall decide on own discretion to refund, replace, or repair the defective products within reasonable timeframe.

7. Regulatory Compliance, Incidents and Field Safety Corrective Action

7.1. By purchasing from SURGICON, customers confirm their ability to inform SURGICON immediately and without delay in the event of an incident, potential hazard or other safety-related problem.

7.2. The customer expressly declares that he/she will actively cooperate in solving the product problem, conducting and executing field safety corrective action, and will use all possible means to eliminate the problem, and will fully and without delay fulfil all obligations arising from the applicable law in his/her

region and from the MDR.

7.3. The Customer acknowledges these obligations as his obligations as a market participant in the field of medical devices and declares that he waives any compensation for these activities towards SURGICON.

8. Warranty

8.1. SURGICON warrant to the customer only specifications and product properties that have been confirmed in writing, providing that the customer has complied with all operating conditions detailed in the operating instructions.

8.2. Anything that is the result of normal wear and tear, deficient maintenance, inexpert handling, over-use, and the destructive influence of third parties and the like is not considered a defect and shall be excluded from the warranty.

8.3. In the event that the customer makes changes to the goods delivered by SURGICON without the consent of SURGICON, no warranty shall apply on behalf of SURGICON.

9. Liability and Warranty Exclusion

9.1. SURGICON does not provide the customer with any additional warranties, guarantees and/or promises in addition to the abovementioned warranty, unless otherwise agreed in writing. All warranty claims above and beyond those mentioned are ruled out.

9.2. No liability shall be assumed for production stoppages, loss of use, lost income or other direct or indirect damages.

9.3. In addition, any liability on the part of SURGICON – to the extent permissible under the law – is explicitly excluded.

3.5. the customer shall bear the costs of transport, shipping, customs, packaging, and similar, unless otherwise agreed in writing.

3.6. It is the customer's responsibility to arrange and pay for transport insurance.

3.7. Payment term is prepayment unless quoted different. Account is considered overdue if invoices are 10 days or more overdue, without requiring a reminder. Interest on arrears of 12% p.a. shall apply, unless otherwise agreed in writing. In the case of payment arrears, SURGICON is entitled to, but not obligated, to withdraw from the contract and request that the products delivered be returned without delay. Furthermore, SURGICON can stop further deliveries on own discretion.

3.8. Partial deliveries shall be considered as independent transactions.

3.9. SURGICON reserves the right to adjust prices as the result of changes in market conditions, exchange rate fluctuations and the like.

4. Delivery periods and deadlines

4.1. The delivery period starts with conclusion of the contract, however, no earlier than the receipt of all documentation and information required from the customer, unless otherwise agreed in writing.

4.2. SURGICON informs the customer about the delivery period within the order confirmation. In case the delivery period exceeds twelve (12) weeks after the day of order confirmation, the customer is entitled to cancel the contract within six (6) days after receipt of the order confirmation, unless delivery is already initiated.

4.3. Delivery delays, especially in cases of unforeseen circumstances, force majeure, war, international tensions, civil disturbance, raw material shortages, disruptions in operations, epidemics, strikes, lockouts, government measures, supply and worker shortages and the like, shall be accepted by the customer and shall not entitle the customer either to compensatory damage claims or to withdraw from the contract.

4.4. Liability for loss of use and liability for any other losses that arise due to delivery delays are explicitly ruled out.

4.5. Partial deliveries are permitted by default.

5. Traceability / Retention of title

5.1. Once the goods ordered have been delivered, the customer shall be solely responsible for assuring traceability based on the equipment lot or serial number according to applicable medical device regulations or any other applicable law or regulation being applicable.

5.2. Customers other than end-users are solely responsible to register their role and activities in EUDAMED database and are fully responsible and liable for the requirements arising from medical device regulations in terms of such as but not limited to traceability. By ordering from SURGICON, customers confirm a present, active, capable, and in-process system for management of medical device traceability.

5.3. SURGICON retains title over the goods delivered until the purchase price has been paid in full.

5.4. The customer warrants to SURGICON that it will maintain the necessary records for product tracking, thereby enabling SURGICON to track the products effectively and completely. The customer shall keep these documents in accordance with the legal requirements.

9.4. SURGICON has established product liability insurance and limits its obligations to the frame of the insurance and the legally required of medical device liability law.

10. Cancellation and Withdrawal

10.1. Cancellation of orders requires explicit, written agreement, as well as the assumption of all expenses incurred by SURGICON

10.2. Complaints concerning a partial delivery shall not entitle the customer to cancel the remaining deliveries of an order.

10.3. Payment delays, as well as changes in the customer's situation that might jeopardize payment of the goods, shall entitle SURGICON to withdraw from the contract at any time. The right to claim compensation for damages is explicitly reserved.

10.4. SURGICON shall be entitled to withdraw from the contract it has entered into, if rendering the services becomes impossible or cannot reasonably be expected due to a change in SURGICON circumstances.

11. Safety provisions

11.1. Compliance with general and local safety provisions and the corresponding instruction of employees are the sole responsibility of the customer.

11.2. In case of critical problems that might require medical device reporting the customer will inform SURGICON with no delay, but at least within 24 hours.

12. Place of fulfilment / Transfer of use and risk

12.1. The place of fulfilment is St. Gallen (Switzerland).

12.2. The use and risk of the goods are transferred to the customer at the point in time that the goods are loaded for transport, regardless of whether transport has been organized by SURGICON, the customer or a third party.

13. Effectiveness and Applicable Law

13.1. If any provision under these GTC is or becomes void or ineffective, the remainder of the GTC shall remain unaffected.

13.2. If differences are found between the German version of these General Terms and Conditions and versions in other languages, the original German text shall apply.

13.3. The legal relationship between the customer and SURGICON are subject to Swiss substantive law.

13.4. Applicability of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980, is explicitly excluded.

13.5. The sole place of jurisdiction is that which applies to St Gallen / Switzerland or SURGICON Headquarter.

13.6. SURGICON is, however, entitled to prosecute the customer within the jurisdiction of the customer's headquarters

as well.

St. Gallen, 15. Mar 2022
