

**General Terms of Delivery of Products and Services of Siemens Healthcare d.o.o.,
PIN 97824531898, Heinzlova 70a, 10000 Zagreb, Croatia**

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I. General Provisions

1. Siemens Healthcare, Zagreb, Heinzlova 70a, PIN: 97824531898 (hereinafter: Siemens Healthcare) is a company whose main activities are installation, repair and maintenance of machinery and equipment, wholesale in medical devices, retail in medical devices, import of medical devices,

production/manufacturing of medical devices, as well as other activities entered in the court register of the Commercial Court in Zagreb.

These General Terms of Delivery of Products and Services (hereinafter: General Terms) shall apply to legal matters agreed between Siemens Healthcare and the counterparty (hereinafter: the PURCHASER), all related to the delivery of products, performance of work and provision of services (hereinafter: the Delivery) by Siemens Healthcare.

These General Terms shall apply exclusively in the relationships between Siemens Healthcare and the PURCHASER, unless amendments and/or invalidity of certain provisions hereof are specifically agreed or stipulated in writing. In the event that the provisions of a contract and/or other additional stipulations contravene the provisions of these General Terms, the provisions of the contract and/or other stipulations made in writing shall apply.

These General Terms amend the Contract or other written stipulations between Siemens Healthcare and the PURCHASER, constitute an integral part thereof and have a binding effect equal to that of the concluded Contract or other written stipulations.

The Contract between Siemens Healthcare and the PURCHASER shall be concluded in writing, whereby the Contract shall be considered concluded when both parties sign it after having agreed on the relevant elements of the Contract.

As an exception, the Contract between Siemens Healthcare and the PURCHASER shall also be considered concluded when Siemens Healthcare, upon receiving an order, sends a written order confirmation or delivers a product and/or provides a service to the PURCHASER.

The scope of Delivery shall be determined in the Contract concluded between Siemens Healthcare and the PURCHASER or in a written order confirmation by Siemens Healthcare.

The offers by Siemens Healthcare shall be non-binding, except if stated otherwise in a particular offer by Siemens Healthcare.

The data provided in catalogues, prospectuses, etc. and other written or oral statements about the Delivery item shall be for informative purposes, without any promise of equality, and shall be binding only if explicitly stated in an order confirmation by Siemens Healthcare, i.e. in the Contract between Siemens Healthcare and the PURCHASER, as technical

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documentation for a particular product.

Siemens Healthcare is entitled to perform partial deliveries with regard to the overall order, without any special approval of the PURCHASER, if partial Delivery is possible and feasible.

The PURCHASER is entitled to demand a partial Delivery only with prior written consent of Siemens Healthcare, which shall not be unreasonably denied, provided that partial Delivery does not require any outstanding additional effort or create substantial expenses on the part of Siemens Healthcare.

If Siemens Healthcare incurs any additional expenses in the event of partial Delivery at the request of the PURCHASER, the PURCHASER shall settle those expenses. If the PURCHASER fails to settle the expenses, Siemens Healthcare reserves the right to recall the written consent and is entitled to require the PURCHASER to immediately receive the rest of the Delivery items. By refusing to receive the rest of the Delivery items, the PURCHASER shall be in delay, whereby the risk of destruction or damage of goods shall lie with the PURCHASER.

The PURCHASER is not entitled to transfer their rights and obligations pursuant to the Contract concluded between Siemens Healthcare and the PURCHASER to a third party without prior written consent of Siemens Healthcare. In the event of transfer of rights and obligations of the PURCHASER to a third party without consent of Siemens Healthcare, such a transfer shall not be valid and shall not have any legal effect. In the event of transfer of rights and obligations of the PURCHASER to a third party with consent of Siemens Healthcare, the PURCHASER and the third party, to which the rights and obligations pursuant to the Contract concerned have been transferred, shall be jointly and severally liable to Siemens Healthcare for the fulfilment of the transferred rights and obligations.

Siemens Healthcare is entitled, at own discretion, to transfer the Contract concluded with the PURCHASER partially or fully, or their particular rights and obligations pursuant to the Contract, to any affiliated company or legal successor of a part of or the whole business of Siemens Healthcare. Said transfer shall have effect after Siemens Healthcare informs the PURCHASER of the transfer in writing, whereas, by concluding the Contract, the PURCHASER gives prior consent to such a transfer of the Contract or a particular right or obligation.

2. The General Terms of Business/Procurement of the PURCHASER shall apply to the contractual relationship between Siemens Healthcare and the PURCHASER only if Siemens Healthcare previously explicitly confirms them in writing.

The PURCHASER shall notify Siemens Healthcare in a timely manner of all changes, including but not

limited to bankruptcy, liquidation, status changes, etc., regardless of whether they can affect the performance of contractual obligations. If the PURCHASER breaches their obligation to inform Siemens Healthcare of the changes made, Siemens Healthcare reserves the right to Contract termination and the right to compensation for the damage they would sustain due to not being informed or not being informed on time. In the aforementioned case, Siemens Healthcare may exercise the right to compensation of damages towards the PURCHASER itself and towards the legal representative of the PURCHASER in accordance with current regulations of the Republic of Croatia.

3. Unless explicitly stated otherwise in the Contract, the right of ownership and/or copyright over the drawings, cost estimates and other offer and project documentation (hereinafter: the Documentation), which is, as part of the offer and/or an integral part of the Contract, delivered to the PURCHASER by Siemens Healthcare, shall not be transferred to the PURCHASER. The delivered Documentation may not be reproduced or in any other way made available to third parties without prior written consent of Siemens Healthcare. Siemens Healthcare reserves the industrial ownership rights and copyright relating to the Documentation, unless agreed otherwise.

The Documentation may be made available to third parties only with prior written consent of Siemens Healthcare, and, if such consent is not given or if the PURCHASER realizes the order elsewhere, at the request of Siemens Healthcare, the Documentation must be returned without delay.

If the PURCHASER breaches paragraph 3 of this Article, Siemens Healthcare shall be entitled to compensation for the entire damage sustained because of the breach.

In any case, the Documentation of the PURCHASER may be made available to all affiliated companies of Siemens Healthcare and third parties to which Siemens Healthcare has transferred the performance of a contractual obligation, without the need to acquire prior consent of the PURCHASER.

II. Prices and Payment Terms

1. Unless explicitly stated otherwise in the Contract, the prices shall mean Ex Works or storage prices, which do not include package and packaging costs, loading costs and transport costs (hereinafter: Additional Services).

The price of Additional Services shall be charged separately, whereby Siemens Healthcare shall charge the price of Additional Services in accordance with the applicable bill of quantities, based on the actual expenses incurred providing a particular service.

The price does not include value-added tax, which Siemens Healthcare shall charge in accordance with the applicable Value-added Tax Act and other applicable laws and regulations.

2. If, as part of their contractual obligations, Siemens Healthcare accepted the obligation to install and mount the Delivery item, and unless stated otherwise in the Contract, the PURCHASER shall, in addition to the agreed fee, pay all necessary additional expenses, including, without limitation, travel expenses, costs of transport of necessary tools and personal items as well as field work allowance of workers of Siemens Healthcare.

If duties, taxes or other levies are charged in relation to the Delivery, those are borne by the PURCHASER.

If the Delivery is agreed with transport insurance, then the price of said insurance shall be charged separately, and such a Delivery shall not include unloading and transfer.

If a PURCHASER's order of products and/or services deviates from the overall offer delivered by Siemens Healthcare, Siemens Healthcare reserves the right to a corresponding price change.

The prices specified in the offer are based on the expenses at the time of the first offer of products and/or services. If the expenses up to the time of Delivery increase, Siemens Healthcare reserves the right to a corresponding raise in prices because of that change.

3. The prices of products and/or services specified in the offer by Siemens Healthcare or in the Contract between the PURCHASER and Siemens Healthcare may also be denominated in EUR and, in that case, they shall be payable in the amount denominated in HRK according to the selling rate for EUR valid on the date payment at the business bank specified by Siemens Healthcare.

4. The payment shall be made to the account of Siemens Healthcare with the business bank specified by Siemens Healthcare, in accordance with the agreed payment terms within 30 (thirty) days from invoice delivery, in the full amount of the invoice. If the PURCHASER is late with the payment or other performance of obligations from this or other mutual business deals, Siemens Healthcare may, without it affecting their other rights, delay the performance of their obligations from this or other mutual contractual relationships until the relevant payment is made and/or other obligations are fulfilled, and exercise the right to a reasonable extension of the Delivery term, as well as additionally charge default interest to the PURCHASER in accordance with applicable laws and regulations.

The payment shall be considered made on the day the claimed amount is credited to the account of Siemens Healthcare.

In case of partial settlement and/or payment in installments for the Delivery, the corresponding partial payments and/or payments in installments are due within 30 (thirty) days of the date of delivery of each individual invoice.

The invoices from Siemens Healthcare delivered pursuant to subsequent Deliveries, which exceed the originally agreed Delivery, regardless of the payment terms agreed for the main Delivery, are due within 30 (thirty) days from the date of delivery of each individual invoice.

5. The PURCHASER is not entitled, because of the rights pursuant to the warranty or other counterclaims towards Siemens Healthcare, withhold (not make) and/or offset the payments of claims by Siemens Healthcare.

Siemens Healthcare may, based on their own claims, withhold and/or offset the payment of PURCHASER's potential claims from this or other mutual legal relationships.

In any case, Siemens Healthcare is entitled to charge the expenses incurred before a legal action, in particular, the costs of dunning letters, storage and attorney services.

Unless explicitly stated otherwise in the Contract, the approved price discounts and/or bonuses shall depend on the payment being made in full and in a timely manner, as well as on the performance of other contractual obligations by the PURCHASER.

6. For the purpose of securing the payment of the agreed price and other payment claims of Siemens Healthcare, the PURCHASER shall, at the latest when concluding the Contract, provide Siemens Healthcare with the payment security instruments specified by Siemens Healthcare, which secure the payment of the total agreed amount according to the following priorities:

1. Bank guarantee (first demand, irrevocable, unconditional, issued by a first-class bank institutions accepted by Siemens Healthcare); And if that is not possible and Siemens Healthcare accepts it, then
2. blank debenture (signed and solemnized by a notary public for the PURCHASER); or
3. blank draft (without protest).

7. In the event of a full advance payment of the Delivery by the PURCHASER, paragraph 6. of this Article shall not apply.

III. Retention of Title

1. If the Contract between the PURCHASER and Siemens Healthcare stipulates that the price of the Delivery item shall be paid in installments, the provisions on the retention of title shall apply.

Until the PURCHASER pays the price of delivered products in full, Siemens Healthcare reserves the right of title over all delivered products until the payment of the purchase price is made in full, including potential interest and/or expenses, by the PURCHASER and the performance of all obligations of the PURCHASER towards Siemens Healthcare pursuant to the concluded Contract concerned.

Siemens Healthcare is entitled to terminate the Contract concerned if the PURCHASER is late with the payment of any part of the purchase price.

When Siemens Healthcare retains the title over delivered products, the Contract between Siemens Healthcare and the PURCHASER must be concluded in the form of a publicly certified document.

If, during the retention of title, the PURCHASER undergoes bankruptcy proceedings, Siemens Healthcare shall exercise their rights regarding the Delivery item as a creditor with the right of separation, and the PURCHASER shall notify the receiver of the existence of the right of separation over the Delivery item and make every effort to return the Delivery item to the direct possession of Siemens Healthcare. In case of breach of the aforementioned obligations, Siemens Healthcare may exercise the right to compensation of damages towards the PURCHASER itself and towards the legal representative of the PURCHASER in accordance with current regulations of the Republic of Croatia.

2. For the delivered products over which Siemens Healthcare retains the title, the risk of accidental destruction or damage shall be borne by the PURCHASER from the moment those products are turned over to them. During the retention of title by Siemens Healthcare, the PURCHASER may not allow seizure or transfer of title, establish a lien on the delivered products or burden the delivered products in any other way. The possibility of further sale and/or distribution of delivered products shall be allowed only to traders, within the scope of their regular activities and only if the trader receives a payment from their buyer, in which case they shall immediately pay the rest of the price to Siemens Healthcare or if in further sale they emphasize their right of retention, according to which the title over the product is transferred to the buyer only when the purchase price is paid in full.

3. The PURCHASER shall promptly warn Siemens Healthcare of any seizure, confiscation and other action or intervention by third parties concerning the delivered products over which Siemens Healthcare

retains the title. The PURCHASER shall promptly inform those third parties of the retained title of Siemens Healthcare over said products.

If the PURCHASER breaches their obligation to inform third parties of the retained title of Siemens Healthcare or to inform Siemens Healthcare of the actions of third parties, the PURCHASER shall be liable for any damage sustained by Siemens Healthcare due to the breach of said obligation.

4. If the PURCHASER breaches any material contractual obligation, in particular, if they are late with the performance of the payment obligation, Siemens Healthcare may take the delivered products back after sending a dunning letter, and the PURCHASER shall hand those products over at the location specified by Siemens Healthcare, notwithstanding the application of Article 2, paragraph 4 of these General Terms.

If the Contract is terminated due to the PURCHASER's breach of contractual obligations, the legal consequences of the termination stipulated by article XI, paragraph 5 of these General Terms shall take effect.

5. The PURCHASER shall, immediately after the Delivery of products and in the entire duration of the retention of title by Siemens Healthcare, i.e. until the full payment of the purchase price, insure the delivered goods against usual risks at their own expense and shall vinate the concluded insurance policies in the favor of Siemens Healthcare and deliver them to Siemens Healthcare for inspection as soon as possible.

6. During the retention of title, the PURCHASER and Siemens Healthcare may agree on the obligation of Siemens Healthcare to perform the maintenance and service of the Delivery item, in which case the PURCHASER shall bear all maintenance and service costs.

If, during the retention of title, the PURCHASER fails to duly pay the price of the Delivery item, Siemens Healthcare shall be entitled to suspend the servicing and maintenance of the Delivery item.

If the PURCHASER still to duly pay the price of the Delivery item even after that, Siemens Healthcare shall be entitled to terminate the Contract, with all legal consequences referred to in Article XI, paragraph 5 of the General Terms.

If the suspension of servicing and maintenance of the Delivery item by Siemens Healthcare because of the PURCHASER's failure to duly pay the price causes damage to third parties, the PURCHASER shall be liable for such damage.

IV. Delivery Terms and Delays

1. The term for the Delivery of products/provision of services by Siemens Healthcare starts at the earliest:

- a) on the order confirmation date; and

- b) on the date of fulfilment of all technical, commercial and other conditions which are the obligation of the PURCHASER; and

- c) on the date when Siemens Healthcare receives an advance (down payment) or payment security instruments before the Delivery of goods; or

- d) on another date specified in the Contract concerned.

2. Unless explicitly stated otherwise in the Contract, the timely receipt of complete documentation by Siemens Healthcare and the obtaining of required permits and approvals, including potential permits and/or consent from third parties, as well as the compliance with the agreed payment terms by the PURCHASER shall be the condition for the observance of the agreed terms of Delivery by Siemens Healthcare. If these conditions are not fulfilled in a timely manner, the terms for the performance of contractual obligations of Siemens Healthcare shall be extended until the PURCHASER's contractual obligations.

In the event of delayed Delivery, caused exclusively through the fault of Siemens Healthcare, the contractual Delivery terms shall be extended as agreed by the PURCHASER and Siemens Healthcare. Siemens Healthcare shall not be liable for a delay in the performance of their obligations due to negligence.

Negligence shall mean any situation in which Siemens Healthcare made every effort to performance a contractual obligation, but the performance was not possible due to circumstances for which Siemens Healthcare is not liable and which Siemens Healthcare could not have foreseen.

3. If the failure to comply with the terms of Delivery of products and/or provision of services by Siemens Healthcare is a consequence of force majeure, such as mobilization, a wars, a riot, a natural disaster, a strike, an embargo, a fire, the denial of required permits (installation, commissioning, import, export permits), an accident, an intervention of legislative bodies, an action of the PURCHASER or any third party or another event, which Siemens Healthcare could not have foreseen and cannot control, the Delivery terms shall be extended for the duration of such circumstances, i.e. until the consequences of such circumstances are removed. Siemens Healthcare shall inform the PURCHASER of the onset

of such circumstance in writing without delay.

The aforementioned circumstances justify the extension of the Delivery term in case they occur with the suppliers, subcontractors and/or subsuppliers of Siemens Healthcare.

Notwithstanding paragraph 1, 2 and 3 of this Article, if the term for the performance of the PURCHASER's obligations changes for any reason whatsoever, the term for the performance of obligations of Siemens Healthcare shall be extended by the same amount of time.

4. If the parties have agreed on liquidated damages (penalties), in the event of delay in the delivery of ordered products or provision of services by Siemens Healthcare, the penalties shall be paid in accordance with the following provision hereof.

In the event of delay in the performance of contractual obligations by Siemens Healthcare, caused exclusively through intent or gross negligence of Siemens Healthcare and after the expiry of the additional Delivery term, which must be at least 30 (thirty) days, the PURCHASER may claim liquidated damages for every full week (7 (seven) days) of delay in the maximum amount of 0.5% (say: zero point five per cent) of the value of the part of the overall Delivery which cannot be used due to the delayed delivery of an essential part.

The liquidated damages Siemens Healthcare must pay pursuant to this paragraph may amount in total to a maximum of 5% (say: five per cent) of the value of the part of the overall Delivery which cannot be used due to the delayed delivery of an essential part.

The PURCHASER is not entitled to liquidated damages if Siemens Healthcare is not responsible for the cause of the delay on the part of Siemens Healthcare.

5. Unless explicitly stated otherwise in the Contract, all other requests of the PURCHASER relating to the delay in the delivery of products and/or performance of services on the part of Siemens Healthcare, which exceed the limits specified in Article IV, paragraph 4, including, without limitation, the compensation of any damage of expenses, shall be excluded in all cases of delayed Delivery.

Unless explicitly stated otherwise in the Contract, with the payment of the liquidated damages by Siemens Healthcare, the PURCHASER shall lose the right to unilaterally terminate the Contract and the right to claim damages relating to the delay under the Contract concerned, which exceeds the amount of liquidated damages.

The PURCHASER shall lose the right to claim damages due to the delay on the part of Siemens

Healthcare, if they have received the performance of obligations, and they failed to promptly inform Siemens Healthcare in writing that they reserve their right to liquidated damages.

6. If the PURCHASER is more than (7 say: seven) days late with the receipt of the performance from the date Siemens Healthcare declared they were ready for the performance, the PURCHASER shall be charged a storage fee based on actual storage expenses for every started week.

In the event of delayed performance of other contractual obligations by the PURCHASER, except the payment of the price, Siemens Healthcare shall be entitled to liquidated damages in the amount of 0.1% per day of delay but no more than 5% (say: five per cent) if the value of the overall Delivery. If Siemens Healthcare sustains damage that exceeds the amount of liquidated damages, Siemens Healthcare shall be entitled to a compensation for the entire damage sustained.

V. Transfer of Risk

1. Unless explicitly stated otherwise in the Contract, the risk—in case of Delivery without the fee for the transport of the Delivery item—shall be transferred to the PURCHASER as follows:

a) for Deliveries without installation or mounting—when the Delivery item is turned over for shipping or when the Delivery is offered to the PURCHASER in the usual and/or agreed manner and under the agreed and/or usual terms. Siemens Healthcare is not obliged to insure the Delivery item against the usual transport risks, and such insurance must be agreed separately;

b) for Deliveries with installation and mounting—on the day of acceptance in own facilities or after trial operation, which shall be mutually agreed. If, upon the request of Siemens Healthcare to accept the Delivery or conduct the trial operation, the PURCHASER fails to do so for no justifiable reason, the risk of accidental destruction or damage shall be transferred to the PURCHASER at the end of the day when the PURCHASER was supposed to do what Siemens Healthcare requested.

2. In each case referred to in paragraph 1 of this Article, the risk of product destruction or damage shall be transferred to the PURCHASER the moment they are late with the performance of one of their obligations.

3. Likewise, if the PURCHASER is responsible for the cause of the delay in the shipping, delivery, initialization, installation or mounting, acceptance in own facilities or trial operation or if the PURCHASER is late with the acceptance for some other reason, the

risk shall be transferred to the PURCHASER the moment they refuse to receive the performance or prevent it with their behavior. The risk of destruction or damage shall be transferred to the PURCHASER when the PURCHASER is ready to receive the performance from Siemens Healthcare, but, at the same time, does not offer the performance of their outstanding obligations.

If the PURCHASER pays a part of the price in advance, and then refuses to accept the Delivery item within the determined terms, the risk of destruction shall be transferred to the PURCHASER the moment they refuse to receive the performance.

VI. Installation and Mounting

Unless explicitly specified otherwise in the Contract, the following provisions shall apply to the installation and mounting:

1. The PURCHASER shall accept and secure in a timely manner, at own expense:

- a) All earthwork, construction work and other side work, which is not agreed, i.e. is not part of business activities of Siemens Healthcare, including the required professional and auxiliary workforce, construction materials, tools, etc. for the purpose of timely and efficient mounting and commissioning of the Delivery item;
- b) All appropriate items and materials necessary for the mounting and commissioning, such as scaffolding, cranes and other devices, fuels and lubricants, etc.;
- c) Electricity and water at the point of use as well as all necessary connections, including, without limitation, heating and lighting, etc.;
- d) On the mounting site, for the purpose of preserving parts of machinery, devices, materials, tools, etc.—large enough, suitable and dry rooms, which can be locked, and for the workers who carry out the mounting—adequate working and living rooms, including restrooms and/or toilets, depending on the circumstances; the PURCHASER shall, for the purpose of protecting the workers of Siemens Healthcare who carry out the mounting and the property of Siemens Healthcare, including, without limitation, tools and products which constitute the Delivery item, and which are located on the PURCHASER's site or a site controlled by the PURCHASER or their suppliers or subcontractors, on the mounting site, take all safety and security measures they would take to protect their own property and workers as well as the adequate measures laid down by

the legal regulations applicable to the mounting site;

- e) Protective clothing and protective equipment, required due to specific condition on the mounting site, as well as to take adequate occupational safety measures at the mounting site.

2. Before the start of mounting works, the PURCHASER shall provide Siemens Healthcare with the necessary data on the position of underground power lines, gas and water pipelines and similar facilities and/or installations, as well as all necessary statistics.

3. Unless explicitly specified otherwise in the Contract, before the start of mounting or installation, the PURCHASER shall make sure that all devices and items necessary to start the works are available on the assembly and mounting site. All preparatory works must be carried out so that the assembly and mounting can start in accordance with the agreed terms and be carried out without interruptions. Access roads and the installation and mounting site must be levelled, cleared, cleaned and free from obstructions.

4. If the PURCHASER fails to fulfill the obligations set out in paragraph 1 to 3 of this Article, that means that the PURCHASER is behind with the performance of their contractual obligations, so Siemens Healthcare is not obliged to mount the Delivery item until the PURCHASER fulfills the obligations, in which case no related liability shall arise for Siemens Healthcare, while the PURCHASER shall be liable to Siemens Healthcare in accordance with Article IV, paragraph 6 of their General Terms.

5. If, during the installation, mounting or commissioning, the agreed terms are extended due to the circumstances for which Siemens Healthcare is not responsible, the PURCHASER shall cover all expenses of Siemens Healthcare during the term extension, including, without limitation, travel expenses and potential damage sustained by Siemens Healthcare due to said extension.

6. The PURCHASER shall, at least once in 7 (seven) days, unless otherwise specified by the mandatory legal regulations, confirm the duration of the working hours of the workers carrying out the mounting to Siemens Healthcare, and shall specify the completion of installation or mounting works, i.e. the time of commissioning, in a written protocol without delay.

7. If Siemens Healthcare requests the acceptance of the Delivery after the completion of works, the PURCHASER shall accept the Delivery within 7 (say: seven) days, for which an acceptance protocol shall be prepared. If the acceptance of the Delivery or the signing of the acceptance protocol by

the PURCHASER is not completed in the specified term for no valid reason, i.e. if the PURCHASER has already started to use the Delivery item, the acceptance shall be considered as completed, whereby the warranty period and the other obligations of the PURCHASER and Siemens Healthcare relating to the acceptance of the Delivery item shall start running as if the acceptance was completed.

VII. Acceptance

1. The PURCHASER shall provide Siemens Healthcare with Delivery instructions before the term of Delivery.

2. If the PURCHASER fails to provide Siemens Healthcare with Delivery instructions before the term of Delivery, Siemens Healthcare shall be entitled to perform the Delivery to the registered address of the PURCHASER using the means of shipment of their own choice. In case of such Delivery, Siemens Healthcare is not obliged to ensure the storage of the Delivery item.

3. The PURCHASER shall accept the Delivery item also when it contains slight defects or minor damage, which do not interfere with the intended use and/or safe use.

4. If, after the handover of the Delivery item for shipping, it becomes evident that the PURCHASER is in a financial situation that causes reasonable doubt in their ability to pay the price, Siemens Healthcare shall be entitled to prevent the handover of the Delivery item to the PURCHASER and terminate the Contract.

In case of shipping the Delivery item, Siemens Healthcare reserves the right to dispose of the Delivery item during transportation and prevent the handover of the Delivery item to the PURCHASER if they have reasonable doubt that PURCHASER will not be able to perform their contractual obligations.

5. At the acceptance of the Delivery item, the PURCHASER shall guarantee to Siemens Healthcare that the Delivery item will be used in accordance with the rules of the trade and that, at the time of the acceptance or commissioning, they have trained workers or associates who will properly handle the Delivery item.

6. From the moment of acceptance and until the price of the Delivery item is paid in full, the PURCHASER shall not be entitled to repair, modify and upgrade the Delivery item without explicit prior written consent of Siemens Healthcare.

Even if Siemens Healthcare gives the PURCHASER prior written consent to repair, modify or upgrade the Delivery item, the PURCHASER shall perform those works in accordance with the rules of the trade and the

Repairs, modifications and upgrades referred to in paragraph 5 of this Article shall in no way be considered as investment in the Delivery item and the PURCHASER shall not be entitled to any compensation for them.

7. From the moment of acceptance of the Delivery item until the full payment of the purchase price, even in case of contract termination, Siemens Healthcare shall have sole possession of the Delivery item and the PURCHASER shall provide access to the Delivery item at any time, and if the PURCHASER in any way interferes with or disrupts the possession of Siemens Healthcare, the latter shall be entitled to protection of possession from the PURCHASER and that will not be considered trespassing on the PURCHASER's premises on own accord. The PURCHASER shall not be entitled to any compensation on these grounds.

VIII. Liability for Defects and Warranty

1. PURCHASER shall inspect the Delivery item as soon as possible in the regular course of things and shall promptly inform Siemens in writing of any visible defects, no later than 3 (days) from the transfer of risk to the PURCHASER, otherwise they shall lose the right to a claim based on visible defects on the Delivery item.

If, after the transfer of risk, a defect is discovered which could not have been discovered in the standard inspection of the Delivery item during the handover or transfer of risk to the PURCHASER, the PURCHASER shall inform Siemens Healthcare in writing of such a defect no later than 30 (thirty) days from the date of transfer of risk. If the PURCHASER misses the specified term, they shall lose the right to a claim based on that defect.

In the Notification of Defects, the PURCHASER shall describe the defect with as much detail as possible and prove the presence of the defect.

If the agreed terms of payment and timely notification of Siemens Healthcare are met, Siemens Healthcare shall remove all such defects which existed at the time of the handover of the Delivery item, i.e. the transfer of risk to the PURCHASER, and which affect proper functioning and are caused by a fault in the construction, material, mounting and/or design of the delivered products and/or provided services.

Siemens Healthcare shall not be liable for the defects that were known to the PURCHASER at the time of signing the Contract or could not have remained unknown and if the defects appeared 6 months after the date of transfer of risk to the PURCHASER.

If the Delivery item is not equal to the sample or model, Siemens Healthcare shall not be liable for any deficiencies of the item if the sample or model are shown only for information purposes.

If a third party claims any right over the Delivery item or one of its parts and submits their request to the PURCHASER or if they take the item from the PURCHASER on their own accord, the PURCHASER shall inform Siemens Healthcare of it in writing within 8 (eight) days via registered mail, otherwise the PURCHASER shall be liable to Siemens Healthcare for any damage.

In the event of a timely defect report and determined presence of the defect, Siemens Healthcare shall, at its own discretion and at its own expense, repair, re-deliver or re-provide all the parts or services whose contracted usability significantly decreased due to a circumstance which took place prior to the risk transferring to the PURCHASER, or it shall reduce the cost of delivery item or provided services for the PURCHASER.

The cost shall be reduced proportionally to the item's value or provided service without the defect and value of the item or provided service with identifies defects at the time of concluding the contract.

The rights of the PURCHASER who informed Siemens Healthcare on the presence of the defect in a timely matter shall be suspended 2 (two) years from the notice.

The PURCHASER must make available the documentation or data in their possession to Siemens Healthcare without delay, for the purpose of faster determination of state of the item and defect removal.

The PURCHASER shall provide enough time and appropriate conditions for Siemens Healthcare to remove the defects. Should the aforementioned be denied and/or not provided by the PURCHASER, Siemens Healthcare shall not be obliged to repair the defect. Should the appropriate additional term, determined for Siemens Healthcare, expire and Siemens Healthcare has not removed the defect, the PURCHASER may exercise the right to return the defected Delivery with refund of paid amount for the part of the defected delivery item or request adequate purchase price reduction, unless the PURCHASER cannot return the delivery item or they cannot return it in the condition it was in when they received it or if the damage or modification is insignificant.

2. Warranty period for the delivery item is 12 (say: twelve) months, unless special warranty periods have been set for individual delivery items. Warranty period shall commence from the moment when the risk transfers to the PURCHASER in accordance with these General Terms.

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Should defects covered by the warranty be determined on a Delivery item within the warranty term, the PURCHASER is obligated to first request the repair of the Delivery item.

If Siemens Healthcare does not repair the Delivery item within a term which may not be shorter than 30 (thirty) days or if the defect cannot be repaired, the PURCHASER has the right to request replacement of the Delivery item.

If it is determined that the replacement Delivery item contains defects covered by the warranty and if the replacement Delivery item cannot be repaired, the PURCHASER shall be entitled to price reduction, secondary to refund of the amount of money paid as PRICE payment.

Refund of the paid amount implies termination of contract and in that case, the rules on contract termination set in Article XI, paragraph 5 of these General Terms apply.

The warranty is binding for Siemens Healthcare only if the Delivery item is used in accordance to issued instruction and Article VII, paragraph 5. Siemens Healthcare's responsibility on the basis of the warranty shall not apply to natural wear and tear or damage of delivery items after the transfer of risk to the PURCHASER, including, but not limited to damage caused by incorrect, careless and/or sloppy handling, overloading, unauthorized servicing, violent handling, use of inappropriate driving means, defective construction work, chemical influences, lightning, inappropriate building ground or on the basis of specific external influences not provided for herein, and neither shall it apply to defects in the software which cannot be reproduced, as well as to the assembly not performed by Siemens Healthcare. The stated limitation shall equally apply to those failures and/or damage arising from the materials provided by the PURCHASER.

Warranty right of the PURCHASER does not extend to damages or destruction of delivery items arising from third party action or the PURCHASER themselves.

If the PURCHASER or third parties perform modifications or commissioning work in an incompetent matter, Siemens Healthcare shall have no warranty obligation regarding the damages and/or faults of the delivery items, i.e. regarding the consequences of such modifications and work.

The warranty term for subsequent repairs, substitute deliveries or provision of substitute service is 6 (six) months, whereas the given term lasts at least until the expiration of the initial warranty period for the delivery item.

The warranty term extends for those parts that cannot

be commissioned due to suspension of use of delivery items, in accordance with their intended use – namely, for the amount of time equal to the suspension of use caused by repair, substitute delivery or providing substitute service.

The warranty period for the delivery item, including subsequent repairs and substitute deliveries, shall in any case finish at the latest 18 (eighteen) months after the transfer of risk on the PURCHASER.

Warranty rights cannot be derived from the data contained in catalogues, leaflets, advertising materials, as well as written and oral statements that are not included in the contract. The final assembled Products shall be regarded as new although they may include certain used, reworked, or refurbished parts and components (e.g. circuit boards) that comply with performance and reliability, specifications and controls.

Moreover, warranty rights cannot be derived from the data provided for the purpose of approximate determination of characteristics, without any promise of equality.

Siemens Healthcare shall not assume warranty for selling used goods.

If Siemens Healthcare proves that the reported damage and/or defect of the delivery item is not covered by the warranty, the PURCHASER shall compensate incurred expenses of repair and/or replacement to Siemens Healthcare in accordance with hourly rates, including the resulting travel expenses.

Further rights of the PURCHASER towards Siemens Healthcare on the basis of the warranty are excluded, which includes subsuppliers and/or subcontractors of Siemens Healthcare in charge of performance of the contract, unless otherwise provided by the warranty regarding individual technical products.

3. PURCHASER's rights on the basis of the warranty shall be suspended within 12 (twelve) months starting from the day when the PURCHASER requested Siemens Healthcare to repair or replace an item.

4. This Article shall not affect the application of Article XII (Other Liabilities).

IX. Electronic Business

1. Electronic business refers to business operations in electronic form with the use of information and communication technology and the use of electronic signature in legal transactions, in terms of legal regulations regulating electronic business and electronic signature. Electronic business is equivalent to a classic (written) form of business, if:

- a) permanent storage of electronic messages and their subsequent use are enabled;
- b) data are stored in such a manner so as to enable establishing the origin of the sending process and the place to which the electronic message was sent, as well as the place and time of sending or receiving the message;
- c) data are stored in the same format in which they were generated, sent or received, or in another format which credibly reproduces generated, sent or received data;
- d) technology and processes used appropriately prevent any modification or erasure of data or ensure consistency of the message.

2. Electronic message shall be deemed sent upon its entry into an information system beyond control of the sender or the person who sent the electronic message at sender's request. Electronic message shall not be deemed not sent if there is no confirmation of receipt, except when the parties expressly agreed in writing that the confirmation of receipt is prerequisite to valid electronic message delivery.

3. Electronic message shall be deemed received upon its entry into the receiver's information system.

4. Electronic message can be delivered at any time.

5. Electronic message must be signed with an advanced electronic signature in accordance to relevant legal regulations and shall, in that case, be deemed signed by hand.

X. Industrial Ownership Rights and Copyright

1. If a third party, due to violation of intellectual property rights or copyright (hereinafter: protected rights), related to the delivery item delivered by Siemens Healthcare and used in accordance with the contract and/or order, sets reasonable requests to the PURCHASER because of violation of protected third party rights, Siemens Healthcare shall be liable to the PURCHASER as follows:

- a) Siemens Healthcare shall, at its own discretion and at its own expense, obtain the right to use the product, or modify the product so that violation of third party rights is avoided, or replace the product. If this cannot be performed under appropriate conditions, Siemens Healthcare shall take the product back and proportionally reduce the total price, i.e. refund the purchase price amount if said circumstance prevents the possibility to fulfill the purpose of the contract.
- b) The aforementioned obligations of Siemens Healthcare exist solely if the PURCHASER without delay and in written form notifies Siemens Healthcare of any potential liability,

claim, initiated activities and/or other third party requests, if the PURCHASER does not acknowledge said protected rights violation and if Siemens Healthcare has rights to make any objections and conducting negotiations in order to reach a settlement. If the PURCHASER suspends the use of products in order to reduce the damage or for some other important reason, the PURCHASER shall warn the third party that the suspension of use is in no way related to the acknowledgment of protected right violation.

2. All PURCHASER's requests are excluded if they are responsible for the violation of protected third party rights, i.e. if the PURCHASER has not met their obligations specified in Article X, paragraph 1, item b.

3. Unless otherwise is expressly stated in the contract, the PURCHASER's requests are excluded if violation of protected third party rights is caused by special, ex ante set data and information provided by the PURCHASER, whereby Siemens Healthcare, while using them, did not know nor had enough reasons to suspect that the delivered product could cause the violation of protected third party rights, i.e. if the PURCHASER independently changed the delivered product or used it along with the products which were not delivered by Siemens Healthcare.

4. Unless otherwise is expressly stated in the contract, all other rights of the PURCHASER towards Siemens Healthcare based on violation of third party industrial protected right or third party copyright are excluded.

5. The PURCHASER shall have the non-transferable right to use the software delivered by Siemens Healthcare with contracted characteristics, according to the issued instruction, in unmodified form on contracted devices. The PURCHASER has the right, without explicit approval from Siemens Healthcare, to create one backup of the delivered software which must contain all associated copyrights belonging to Siemens Healthcare and/or the owner of the delivered software.

Unless otherwise is expressly stated in the contract, the PURCHASER shall not copy, translate, modify, adapt, decompile, disassemble or change Siemens Healthcare's software without prior written consent from Siemens Healthcare.

If the PURCHASER, as an exception of the aforementioned, with or without consent from Siemens Healthcare, copies, translates, modifies, adapts, decompiles, disassembles or changes Siemens Healthcare's software, Siemens Healthcare shall possess all rights for each copy, translation, modification, adaptation or variation of the software, including each improvement or enhancement of the software. At Siemens Healthcare's request, the

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PURCHASER shall perform all actions necessary to transfer all rights derived from a copy, translation, modification, adaptation or variation of the delivered software to Siemens Healthcare and/or the owner of the delivered software.

The PURCHASER shall not be entitled to use the source code of the software delivered by Siemens Healthcare, unless otherwise is expressly stated in the contract.

This Article shall not affect the application of Article XI (Other Liabilities), nor the PURCHASER's right to termination of contract pursuant to Article X herefrom.

XI. Default, Contract Amendments and Termination

1. Reasons for termination of contract concluded between Siemens Healthcare and the PURCHASER, unless otherwise is expressly stated in the contract, are the following:

- inability to deliver the scope of the contract;
- delay of Siemens Healthcare's Delivery pursuant to Article IV herefrom;
- failure to meet the PURCHASER's contractual obligations upon expiration of appropriate term for meeting the obligations.

Prior to termination of Contract, the party which intends to terminate the Contract shall issue a written warning to the other party regarding the contractual obligations and provide an additional appropriate term for meeting the contractual obligations which may not be shorter than eight days.

If contractual obligations are not met upon expiration of the additional appropriate term, the other party is entitled to termination of contract.

Notice on termination of contract shall be delivered in written form by registered mail to the headquarters address specified in the Contract concluded between the PURCHASER and Siemens Healthcare.

2. Should the contracted delivery of the scope of the contract become impossible for the reasons for which Siemens Healthcare is exclusively responsible pursuant to paragraph 1 of this Article and if the PURCHASER has met all or part of their contractual obligations regarding payment, the PURCHASER shall be entitled to request a refund of paid amount, pursuant to Article XI, item 5 of these General Terms.

Should the contracted Delivery become impossible for the reasons for which none of the parties is responsible, mutual contractual obligations shall lapse and the parties shall return to each other everything they have received up to that point as part of meeting contractual obligations according to rules from Article XI, paragraph 5 of these General Terms.

In case of partial inability to perform contractual Delivery for which none of the parties is responsible, the PURCHASER is not entitled to termination if the purpose of this contract could be achieved through partial fulfilment; instead, the PURCHASER may only request a proportional reduction of the delivery item price.

3. If exceptional circumstances within the meaning of Article IV, paragraph 3, which arose after conclusion of Contract between the PURCHASER and Siemens Healthcare and which could not be foreseen during the conclusion of the Contract, significantly change the economic importance or content of the Delivery, or considerably affect Siemens Healthcare's business so that meeting Siemens Healthcare's contractual obligation would be excessively difficult or it would cause an excessively great loss, the contract shall be appropriately adjusted to the situation in accordance with the principle of good faith, with agreement from both parties. If the appropriate amendment to the Contract is not executed despite all efforts made by the parties, Siemens Healthcare is entitled to termination of contract if Siemens Healthcare's financial circumstances have changed to the extent that the termination is justified. Siemens Healthcare shall inform the PURCHASER of its intention to amend or terminate the Contract without delay, immediately upon learning of the extent of the exceptional circumstances and their impact on Siemens Healthcare's business operations.

If the Contract is terminated due to exceptional circumstances, the PURCHASER has the right to be reimbursed the paid amount, pursuant to Article XI, paragraph 5 herefrom.

4. Irrespective of its other rules, Siemens Healthcare shall be entitled to instantaneous termination of contract without providing any additional term for meeting contractual obligations, as follows:

- a) if the delivery, i.e. the commencement or continuation of service provision is not possible due to reasons for which the PURCHASER is responsible; or
- b) if the PURCHASER is late to meet any of their obligations and their bearing indicates that they will not meet their obligation, even within an appropriate additional term;
- c) if there are doubts regarding financial solvency of the PURCHASER, i.e. if the PURCHASER does not make the advanced payment within the contracted term on request made by Siemens Healthcare, i.e. they do not ensure requested payment security instruments before the Delivery; or

- d) if pre-bankruptcy proceedings or bankruptcy proceedings are initiated against the PURCHASER's assets or request for initiating bankruptcy proceedings has been denied due to lack of sufficient assets; or
- e) if the term for the Delivery, due to circumstances stipulated in Article IV, paragraph 3, is extended for more than half of the initially agreed upon term of Delivery, and a minimum of 6 (say: six) months;
- f) if it is determined that the PURCHASER reveals Confidential Data or in any other way violates provisions on protecting Confidential Data;
- g) if corrupt conduct of the party can be linked to fulfillment or conducting supervision of fulfillment of individual contract.

Siemens Healthcare may terminate even a partly fulfilled contract regarding an unfinished part of Delivery or service, due to reasons specified in paragraph 4 of this Article.

In case of partial termination of Contract, Siemens Healthcare reserves the right to return a delivery item and keep the amount paid up to that point, if Siemens Healthcare has no interest in receiving the rest of Contract fulfillment.

5. Regardless of the reasons and legal basis for termination of contract, legal consequences of the termination of contract are as follows:

- a) both parties shall be released from their contractual obligations;
- b) the PURCHASER shall, without delay and at their own cost, return the Delivery item to Siemens Healthcare, to the location and in a manner specified by Siemens Healthcare, whereby the PURCHASER is responsible for any damage of the Delivery item;
- c) Siemens Healthcare shall have the right to receive a fee for use of the Delivery item, for the whole period during which the Delivery item was not in possession of Siemens Healthcare, as well as the right to compensation (for actual damage and lost profits);
- d) if the PURCHASER, pursuant to the contract, paid any amount of money as price payment, Siemens Healthcare shall not be obliged to refund such amount of money to the PURCHASER and shall instead be entitled to use the money for settlement of claims from Article XI, paragraph 5, item c) herefrom.

If even after the settlement of claims from Article XI, paragraph 5, item c) herefrom a certain amount of money paid as PRICE payment by the PURCHASER remains, Siemens Healthcare shall refund such amount of money to the PURCHASER, along with interest which a commercial bank chosen by Siemens Healthcare pays to exchange demand deposits, keeping in mind that such interests accrue only from

the day of return of the Delivery item to the day when the amount of money is refunded by Siemens Healthcare.

Apart from legal consequences from Article XI, paragraph 5 from these General Terms, other consequences of termination of contract, i.e. other rights and obligations in case of termination of contract shall not be applied.

Siemens Healthcare's rights in case of termination of contract due to circumstances for which the PURCHASER is responsible do not in any way affect Siemens Healthcare's right to compensation for the damage suffered due to such termination of contract.

6. In case of termination of contract, the first due obligation is the return of the Delivery item executed by the PURCHASER, and only after that shall the obligation of Siemens Healthcare to refund the amount of money paid up to that point become due.

7. Considering the order of due dates of obligations from Article XI, paragraph 6 herefrom, the PURCHASER shall not be entitled to keep the Delivery item until Siemens Healthcare refunds the paid money, nor on any other legal grounds.

8. If the PURCHASER, in case of termination of contract, fails to comply with their obligation to return the Delivery item, Siemens Healthcare may use the allowed self-help in a manner so as to take the vital part of the Delivery item without which the Delivery item cannot function properly, as well as to take the whole Delivery item, which shall not be deemed interruption and disturbance of the PURCHASER's possession of the Delivery item and the PURCHASER shall waive any form of possessory protection or initiation of any other proceedings.

XII. Other Liabilities

1. Siemens Healthcare shall be liable to the PURCHASER for direct (ordinary) damage in accordance with legal provisions, exclusively if intention or gross negligence is proven. Liability of Siemens Healthcare for ordinary negligence, for indirect and/or consequential damage, loss of profit, asset damage, as well as non-realized costs savings, interruption of production, lost profit, expenditures arising from financing, loss of information and data and loss of interests and damage arisen from requests made by third persons to the PURCHASER is limited to a maximum of 10 % (say: ten percent) of the contractual work value. This provision shall not apply when liability cannot be excluded by contract or limit by law, for instance, in case of intentionally causing damage, gross negligence, death or physical injury.

2. Previous provisions are also valid in behalf of subcontractors/subsuppliers of Siemens Healthcare,

in charge of fulfillment of the contract, as well as of suppliers.

3. In case of failing to adhere to any terms of installation, commissioning and use (e.g. of instructions for use), any liability of Siemens Healthcare for compensation or other costs intended for the PURCHASER is excluded.

4. Siemens Healthcare is liable for the damage arisen from a defect of the Delivery item only if it knew or had to know about the defect of the Delivery item and if it didn't properly service the Delivery item in a timely manner.

The PURCHASER shall notice Siemens Healthcare of third persons' damage claims in a timely manner and provide it with access to information and the Delivery item in order to establish all circumstances of the individual case. If the PURCHASER fails to comply with the stated obligation, they take responsibility for damage and in that case shall not have the right of recourse against Siemens Healthcare.

If the PURCHASER used the Delivery item contrary to the instructions and rules of the trade, they shall be completely liable for all the damage arisen from such PURCHASER's conduct and shall, in that case, not be entitled to recourse against Siemens Healthcare.

Siemens Healthcare's liability for the damage arisen from a defect of the Delivery item shall be excluded if it is determined that the defect or its cause was not present during marketing of the Delivery item, if the state of science did not enable detection of the defect or if the damage was the result of an exclusive action executed by the injured party or the person for whom they are responsible.

Should third persons make claims, the parties shall take all necessary steps to protect the interests of Siemens Healthcare, as well as the PURCHASER.

5. During retention of title period, the PURCHASER may not, without explicit prior written consent from Siemens Healthcare, lease out, rent out or give the Delivery item into possession of third person in any other way.

If the PURCHASER breaches the provision of paragraph 5 of this Article, Siemens Healthcare shall be entitled to termination of contract with all legal consequences established in Article XI, paragraph 5 herefrom.

In the case specified in paragraph 5 of this Article, Siemens Healthcare shall, in addition to all the rights it is entitled to according to these General Terms, have the right to receive compensation for non-pecuniary damages caused by damage to reputation on the market, not below the amount of HRK 100,000.00.

XIII. Non-disclosure and personal data protection

1. Confidential data is any piece of information in any form (including, but not limited to the form of know-how, software code, a manner of performing work and a work method, patents, inventions, written proposals to improve work methods and participating in utilizing these proposals, plans, samples, equipment, reports, studies, drawings, schedules, specifications, technical information, databases, documentation, models, computer programs, correspondence between the parties regarding this contract or other business or technical information) that the PURCHASER learns about Siemens Healthcare's business, both in written and oral form.

The term "confidential data" shall not include the data that became publicly available through conscious publication of data by Siemens Healthcare on the effective date of the Contract or after that.

2. The PURCHASER shall keep and maintain Confidential Data in the strictest confidence for the sole and exclusive benefit of Siemens Healthcare.

The PURCHASER may not, without the prior written consent from Siemens Healthcare, do the following:

- use, publish, copy or in any other way make Confidential Data available for the PURCHASER's own benefit;
- make available for others or enable others to use, publish, copy or in other way make any Confidential Data available for their benefit or at the expense of Siemens Healthcare.

The PURCHASER shall not reveal the name, address, e-mail address, phone and fax numbers or URL number of any employee, associate, representative or third person who has entered in any form of contractual relationship with Siemens Healthcare without prior written consent from Siemens Healthcare.

The PURCHASER shall act with the due care and diligence of a prudent businessman while protecting Confidential Data and, after learning of a reckless and unauthorized publication, they shall inform Siemens Healthcare of it, who shall take all necessary rational measures to mitigate the consequences of such publication and to prevent any further publishing of the data.

The PURCHASER shall return to Siemens Healthcare all records, notes and other written, printed or physical material in their possession that is related to Confidential Data, immediately upon Siemens Healthcare's request.

3. Siemens Healthcare and the PURCHASER shall not be liable for revealing or using the confidential data which:

- a) become or have already been publicly known, unless it is through breach of non-disclosure

obligation; or

- b) must be revealed pursuant to law and in accordance with the request from competent public prosecution service or court for already initiated criminal proceedings.

If the PURCHASER breaches the obligation of non-disclosure of Confidential Data from this Article, they shall, without any limitations, be liable for any damage to Siemens Healthcare arisen as a consequence of the breach of the obligation of non-disclosure of Confidential Data.

4. Siemens Healthcare is entitled to terminate this Contract without providing an additional term if it is established that the PURCHASER has revealed Confidential Data or in any way breached provisions on protecting Confidential Data from these General Terms. In case of termination of Contract, Siemens Healthcare shall be entitled to compensation for the whole damage from the PURCHASER equal to maximum benefit it could have had from the transaction, increased by all costs, including but not limited to all legal costs and expenses caused by regaining the income foregone.

5. The PURCHASER agrees to bind their representatives, employees, associated and assistants to protect data confidentiality at least at the level of liability specified in these General Terms, regarding the obligation of non-disclosure of Confidential Data and through employment contract, internal rules or in a similar legally acceptable manner.

6. Obligations to protect data confidentiality shall remain in force even after completion of business cooperation between Siemens Healthcare and the PURCHASER, until Siemens Healthcare publicly publishes or sends the PURCHASER a written notice releasing the PURCHASER from the obligation of non-disclosure of Confidential Data, whichever occurs first.

7. From the moment of taking over the Delivery item, the PURCHASER shall be exclusively authorized to collect and process personal data connected to or received by using the Delivery item. Siemens Healthcare shall not collect nor process personal data connected to using the Delivery item and shall not be liable for any potential damage to third persons whose personal data were collected or processed by using the Delivery item.

XIV. Jurisdiction and Applicable Law

1. Disputes and disagreements between the parties shall be solved amicably. In case of inability to amicably solve a dispute, all disputes arising from the contract concluded between Siemens Healthcare and the PURCHASER shall be finally solved through arbitration proceedings.

2. Contractual relationships regulated through these General Terms, contracts and/or other additional agreements concluded in written form between Siemens Healthcare and the PURCHASER shall be subject to substantive and procedural law of the Republic of Croatia with the exclusion of trade customs and practice (code of conduct in trade), conflict of law rules of international private law and provisions of the Vienna Convention Contracts for the International Sale of Goods of 1980.

XV. Compliance with Customs Regulations

1. If the PURCHASER transfers products (hardware and/or software and/or technology, as well as its related documentation, regardless of supply mode) delivered by Siemens Healthcare or work and services (including each instance of technical assistance) provided by Siemens Healthcare to any third person, the PURCHASER shall respect all valid state and international provisions on export (re-export) control. In case of such transfer of products, work or services, the PURCHASER shall respect provisions on export (re-export) control of the Republic of Croatia, the European Union and the United States of America.

2. Before the PURCHASER's transfer of products, work or services provided by Siemens Healthcare, the PURCHASER shall especially verify and guarantee through adequate measure for a third person that

- there will be no violation of embargo imposed by the Republic of Croatia, the European Union, the United States of America and/or the United Nations through such transfer, arrangement of contracts regarding these products, work and services or providing other economic resources regarding these products, work and services, having regard to limitations of onshore business and prohibition of circumvention of these embargos;

- such products, work and services are not intended for use which includes armament, nuclear technology or weapon, if and to the extent in which such use is subject to a ban or approval, unless the necessary approval has not been issued;

- they shall take into consideration all applicable provisions regarding Lists of Sanctioned Parties of the Republic of Croatia, the European Union and the United States of America related to trading with bodies, persons and organizations specified in these Lists.

3. If the PURCHASER must enable relevant authorities or Siemens Healthcare to perform inspections of export control, the PURCHASER shall per Siemens Healthcare's request immediately provide Siemens Healthcare with all information

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regarding individual end customer, individual destination and specific intended purpose of the goods, work and services provided by Siemens Healthcare, as well as information on possible valid limitations of export control.

4. The PURCHASER shall compensate all damage done to Siemens Healthcare and release it from liability for any claim, litigation, suit, fine, loss, cost and compensation arising from or related to failure to comply with regulations on export control executed by the PURCHASER, whereby the PURCHASER shall also compensate Siemens Healthcare for all damage and costs arising from it.

XVI. Anti-corruption Clause

1. If negotiations or concluded contract could be linked to any kind of corrupt conduct which is contrary to provisions of current regulations of the Republic of Croatia regulating the area of bribery, corruption and prevention of conflict of interest, which affected or could affect the parties' conduct, the contract shall be deemed void.

2. If corrupt conduct of the party can be linked to fulfillment or conducting supervision of fulfillment of individual contract, the other party which acted in good faith may terminate the Contract without providing additional term for fulfillment and is entitled to request compensation

XVII. Severability Clause

In the event that any of the provisions hereof or provisions of special contracts and/or other additional stipulations made in written form between Siemens Healthcare and the PURCHASER becomes illegal, invalid or unenforceable in any way in accordance with applicable law, it shall not in any way affect the legality, validity or enforceability of other provisions hereof or special and/or other additional stipulations made between the parties. In such a case, Siemens Healthcare and the PURCHASER shall in good faith enter into negotiations to replace such illegal, invalid or unenforceable provision with a provision whose content shall be in accordance with valid legal framework.

XVIII. Disposal of Waste Electrical and Electronic Equipment

1. Any costs related to collection, recycling or disposal of electric and electronic equipment waste (hereinafter: EE equipment) which has not been categorized as household equipment, shall be settled by the PURCHASER. If the PURCHASER is not the end user of EE equipment, they shall ensure the transfer of this obligation to the end user.

2. The PURCHASER shall, at Siemens Healthcare's

request, deliver all data and documentation required by Siemens Healthcare for the purpose of meeting prescribed requirements for managing EE equipment.

3. The PURCHASER shall compensate Siemens Healthcare for all costs and all damage caused by failing to comply with provisions of this Article.

XIX. Export Control (ECC) - Sales Clause

1. Compliance with Export Control Regulations

1.1 If [PURCHASER] transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by SIEMENS HEALTHCARE or works and services (including all kinds of technical support) performed by SIEMENS HEALTHCARE to a third party worldwide, PURCHASER shall comply with all applicable national and international (re-) export control regulations. In any event [PURCHASER] shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

1.2 If required to conduct export control checks, [PURCHASER], upon request by SIEMENS HEALTHCARE, shall promptly provide SIEMENS HEALTHCARE with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by SIEMENS HEALTHCARE, as well as any export control restrictions existing.

1.3 [PURCHASER] shall indemnify and hold harmless SIEMENS HEALTHCARE from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by [PURCHASER], and [PURCHASER] shall compensate SIEMENS HEALTHCARE for all losses and expenses resulting thereof, unless such non-compliance was not caused by fault of the [PURCHASER]. This provision does not imply a change in statutory burden of proof.

XX. Reservation Clause Export Control

1. SIEMENS HEALTHCARE shall not be obligated to fulfill this agreement if such fulfillment is affected by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Optional addition to purchasing agreements on 1.:
"unless SIEMENS HEALTHCARE was or should have been aware of these obstacles when the agreement/contract was concluded."

2. If and to the extent the sale or supply of products and services is subject to prior authorization by the competent export control authorities this agreement shall come into force only upon granting of such authorization.

Addition to agreements with relation to Russia:

3, The application of this clause and the prevention of fulfillment by above mentioned impediments is within the discretion of Siemens Healthcare GmbH or Siemens Healthineers AG, Germany, and will be confirmed by them in a written statement upon request.

XXI. Final Provisions

1. Siemens Healthcare's obligation to fulfill this contract is conditioned by limitations resulting from the requirements of foreign trade and customs regulations of Croatian and international law or any embargo and/or other sanctions.

2. Siemens Healthcare and the PURCHASER declare that neither party is in any way induced and/or encouraged by any statement, condition, guarantee, promised reward or personal gain, force or obligation to conclude the contract on product delivery and/or provision of services which are not explicitly entered into the contract regulating all rights and obligations of Siemens Healthcare and the PURCHASER.

3. Oral agreements between Siemens Healthcare and the PURCHASER shall not be valid, unless they are confirmed in writing by authorized representatives of Siemens Healthcare and the PURCHASER.

4 Subsequent amendments to the contract shall be valid only if they are confirmed and accepted in writing by authorized representatives of Siemens Healthcare and the PURCHASER.

Healthcare

Valid as of February 01, 2019

1 Scope and Definitions

1.1 Scope of these Conditions

These Conditions shall apply between the Customer and the contracting Siemens Healthineers entity ("Siemens Healthineers"). They are aimed at supplementing the General Conditions Supply and Delivery – Exports, Healthcare, if applicable, and shall prevail in case of conflict.

1.2 Definitions

"Product(s)" means products and solutions consisting of hardware and/or software which are sold, licensed or otherwise made available to the Customer by Siemens Healthineers, irrespective of whether the manufacturer is Siemens Healthineers or a third party. Provided however, that making available shall not include soliciting of respective transactions between the Customer and a third party, such as brokering third party Apps on the Siemens Healthineers Digital Ecosystem or other Siemens Healthineers platforms.

"SRS" means Smart Remote Services, i.e. an online connection between Siemens Healthineers and the relevant Product at the Customer's site allowing for remote distribution of software updates and Patches.

"IT Security" means safeguarding the uninterrupted operation of the Product(s) against interference caused by exploited Vulnerabilities as well as the availability, confidentiality and integrity of data and information.

"Cyberthreat" means any circumstance or event with the potential to adversely impact a Product via unauthorized access, destruction, disclosure, modification of information, and/or denial of service.

"Vulnerability" means a weakness in a Product that could be exploited by a Cyberthreat.

"Irrelevant" means a categorization of a Vulnerability the exploitation of which, taking into account the individual Product attributes and/or the respective operating environment, is not reasonably to be expected and/or would not result in a foreseeable impairment of the Product's secure operation.

"Patch" means a Software-Update with a fix for a Vulnerability.

"EoS" means End of Support, i.e. the date notified by Siemens Healthineers to the Customer after which service parts and any other services for the Product are no longer available, respectively a previous date so notified, after which the support for the software components of the Product terminates.

1.3 Subject Matter

These Conditions are aimed at providing a fair balance of Customer's cooperation duties and Siemens Healthineers' obligations as regards to appropriately handling Cyberthreats.

2 Siemens Healthineers' service offering until EoS

2.1 Save where mandated otherwise by mandatory applicable law, the following provisions shall apply:

2.1.1 If the provision of Patches has been agreed upon in writing Siemens Healthineers shall make available Patches as set forth herein below for the agreed term, otherwise until EoS or up to 10 years following Product delivery, whichever occurs first, provided that

- (i) Siemens Healthineers becomes aware of a Vulnerability which Siemens Healthineers does not classify as Irrelevant;
- (ii) the Customer's Product version is the most recent or at least the penultimate version at the given time as per Section 3.4 below, and
- (iii) in case of third party software the third party software provider has issued the respective Patch to Siemens Healthineers; Siemens Healthineers shall not be responsible to ensure that the third party software provider issues or continues to issue Patches.

2.1.2 Patches shall be made available by Siemens Healthineers pursuant to Section 2.1.1 within reasonable time allowing Siemens Healthineers the required testing and validating, in case of third party software following their making available by Siemens Healthineers' licensors. Depending on the severity of the Vulnerability Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates.

2.1.3 If the Product is capable for SRS and the Customer enables remote distribution of the Patches via SRS, or if Patches are made available for download via LifeNet¹ and the Customer has opened a LifeNet account, no installation fee will become due. Otherwise, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge the Customer for the expenses resulting from the installation.

2.2 Under Maintenance Contract

2.2.1 For Products covered by a valid maintenance contract Section 2.1.1 through 2.1.2 shall apply accordingly.

¹ Available in most countries as of October 1st 2018

2.2.2 In case of conflict, the terms of the maintenance contract shall prevail. However, installation of Patches by Siemens Healthineers is not included in the contract scope unless explicitly set forth in writing.

3 Customer's Cooperation Duties

3.1 In order to protect the Products against Cyberthreats, it is necessary that the Customer implements – and continuously maintains – a holistic, state-of-the-art security concept for its IT infrastructure, including regular Vulnerability scanning, provided however, that

- (i) scanning or testing shall not be performed during clinical use;
- (ii) the system configuration and/or IT Security controls of the Product must not be modified; and
- (iii) if during the deployment of the Product Vulnerabilities are identified by the Customer, the Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Product attributes and intended operating environment and shall not refuse acceptance of the Product, if Siemens Healthineers classifies the Vulnerability to be Irrelevant.

3.2 The Customer is responsible for preventing unauthorized access to the Products including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g. firewalls, network client authentication and/or network segmentation) are in place.

3.3 USB-storage media and other removable storage devices shall only be connected to Products if and to the extent such connection is authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Product is minimized through malware scanners or other appropriate means.

3.4 The Products undergo continuous development to further improve their IT Security. Siemens Healthineers strongly recommends that Product updates are applied as soon as they are available and that the latest Product versions are used by the Customer. The latter might include the purchase of upgrades of hardware and software by the Customer. Use of Product versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.

3.5 Customer shall notify Siemens Healthineers without delay in case of suspected or actual

cybersecurity incidents or Vulnerabilities of the Products. Disclosure of such information to third parties requires prior consent by Siemens Healthineers.

3.6 In the event that the Customer resells a Product, it shall inform Siemens Healthineers in writing of the name and address of the new owner and shall impose upon him a corresponding obligation in case of further resale.

3.7 If Siemens Healthineers provides Patches via SRS or for download via LifeNet, the Customer shall always install the Patches within due time in accordance with the respective installation instructions given by Siemens Healthineers. Otherwise Customer shall allow the installation of the Patches pursuant to Section 2.1.3, 2nd sentence, irrespective of whether the Patch has been made available based on contract, law or on a voluntary basis.

3.8 In order to get access to the LifeNet and to Patches made available for download the Customer shall register and maintain the registration with the LifeNet for the term of Customer's Product usage.

4 Liability

4.1 Unless otherwise agreed in writing, any right of the Customer to claim damages resulting from or related to Cyberthreats, such as but not limited to loss of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the contract or as a result of any tortious act, is hereby excluded. In particular Siemens Healthineers assumes no liability whatsoever for damage caused by

- (i) Customers' intrusive IT Security testing;
- (ii) unauthorized, modification of the system configuration or IT Security controls of the Product;
- (iii) the installation of Patches which are not authorized by Siemens Healthineers; or
- (iv) the Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download via LifeNet.

4.2 This shall not apply insofar as liability is established on the basis of the following:

- (i) intent;
- (ii) gross negligence on the part of the owners, legal representatives or executives;
- (iii) fraud;
- (iv) failure to comply with a guarantee granted;
- (v) negligent injury to life, limb or health; or
- (vi) negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichten") on the part of Siemens Healthineers, or
- (vii) according to mandatory Product Liability Law.

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4.3 However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above cases applies.

4.4 The above provisions do not imply a change in the burden of proof to the detriment of the Customer.

5 Exclusive Remedy

5.1 The foregoing obligations of Siemens Healthineers as set forth in Sections 2 and 4 shall be the exclusive remedy and in lieu of any other rights and remedies the Customer may have in relation to Cyberthreats and any damage suffered therefrom whether under contract, law or otherwise.

5.2 However, upon request Siemens Healthineers shall be prepared to provide assistance in the Product reset against reimbursement of cost plus reasonable profit.

6 Update of Terms and IT Security Concept

6.1 Siemens Healthineers reserves the right to modify these Cybersecurity Conditions to reflect technical progress, changes in law and further developments of Siemens Healthineers' offerings and other unforeseen circumstances.

6.2 Such modifications shall not unreasonably discriminate against the Customer.

6.3 Siemens Healthineers shall inform the Customer of changes in writing by giving a reasonable period of notice of at least 28 calendar days stating that the changes shall be deemed to have been accepted by the Customer, if no objection is raised within the aforesaid deadline. Upon expiration of the deadline the changes shall become valid, if no objection has been raised by the Customer before the expiration date.