

# Hardware Installation Terms for Mobile CT and Mobile PET/CT Installation

(Version: 16.01.2025)

These Hardware Installation Terms for Mobile CT and Mobile PET/CT Installation govern the delivery of CT or PET/CT systems together with mobile CT or mobile PET/CT installation sets as well as their installation in Units and apply in addition to (i) the Commercial Form and (ii) the General Terms and, (iii) the Supplemental General Terms (together "Terms"). These Hardware Installation Terms for Mobile CT and Mobile PET/CT Installation shall be read as complementary to the Terms and prevail in case of conflict.

## 0. Definitions

- 0.1. "Confidential Information" shall, in addition to Section 0.5. of the General Terms, include the product-specific Planning Guide for Mobile CT or Mobile PET/CT which is considered User Documentation in the sense of Section 0.22. of the General Terms.
- 0.2. "Deliverables" in the sense of Section 0.9. of the General Terms means a CT system or PET/CT system together with an installation set.
- 0.3. "Unit" means a container, trailer or similar movable device sourced by Customer from Supplier for installation and operation of the Deliverables in such device.
- 0.4. "Supplier" means the manufacturer, or the distributor of a Unit purchased by Customer based on a separate purchase contract between Customer and Supplier.

## 1. Delivery, Transfer of Risk, Acceptance

- 1.1. If Deliverables are delivered to Supplier instead of Customer in accordance with the agreement, the risk of loss or damage shall pass to Customer upon delivery to Supplier.
- 1.2. If Customer or its Supplier fails to accept delivery of the Deliverables on the agreed delivery dates, even though Siemens Healthineers has offered to provide the Deliverables, or if the Customer unilaterally postpones the delivery of the Deliverables, the Deliverables shall be deemed to have been accepted on the agreed delivery date and Siemens Healthineers shall store and insure them at the risk and expense of the Customer, unless the failure or postponement of the Customer or its Supplier has been caused by Siemens Healthineers.
- 1.3. Defects that are identified during the acceptance procedure or acceptance testing, but which affect the Unit only, shall not prevent acceptance of the Deliverables.

## 2. Unit Selection and Preparation, Preparatory Work

- 2.1. The installation of the Deliverables and their safe operation requires that Customer carefully selects a suitable Unit that complies with the technical requirements of the product-specific Planning Guide for Mobile CT or Mobile PET/CT and any other requirements specified by Siemens Healthineers, e.g., in its User Documentation.
- 2.2. Customer is responsible for the preparation of the Unit. Accordingly, Customer shall ensure that such preparation is carried out and monitored in compliance with Siemens Healthineers requirements (if any), the applicable statutory provisions (e.g., Radiation Protection Ordinance) and the generally recognized technical rules (e.g., VDE regulations, DIN standards). Customer may only commission expert companies to carry out and monitor the preparation. Furthermore, Customer is responsible for ensuring that the preparation is duly completed at the agreed time of commencement of installation.
- 2.3. Customer is responsible for ensuring that the utilities, lighting, ventilation, air conditioning, mounting facilities, Unit stability, power-, water-, compressed-air- and telecommunication connections, special plumbing and humidity controls, all necessary radiation shielding, and other radiation related requirements comply with the applicable laws and regulations. The Unit must be dust-free and securely lockable.

- 2.4. Customer is responsible for the laying of power lines, the wiring and laying of cables for the transmission of digital information which are not part of the Deliverables, the installation of fuse boxes, switches (e.g., fault-current, emergency cut-off switches), illuminated signs, transformers with isolated windings and isolated monitors, the installation of cable ducts, installation floors and piping according to the requirements of Siemens Healthineers and the drawings provided by Supplier; the same applies for the production and fitting of special structures for attaching equipment to ceilings, false ceilings, floors, and walls and the placing of high load dowels.

- 2.5. Customer shall review all required documents and technical data, including the planned operating conditions, and provide them to Siemens Healthineers in a timely and complete manner. Besides, Customer shall inform Siemens Healthineers in good time of sources of interference that may have an external effect (e.g., power current lines, magnets, or high-frequency generators) on the Unit in which the Deliverables are operated.

- 2.6. The Deliverables are generally delivered by truck. Customer shall ensure unrestricted accessibility of transport routes at Customer's or Supplier's site and the provision of special means of transport (e.g., mobile crane) if their use is required.

## 3. Scope of Installation Services

Siemens Healthineers installation Services include unpacking and (to the extent applicable according to the product-specific Planning Guide for Mobile CT or Mobile PET/CT) assembly of the Deliverables, connection to the supply lines and utilities to be installed by Customer, calibration and system start up.

## 4. Responsibilities in Connection with Boarder Crossing

- 4.1. Siemens Healthineers is responsible for ensuring that, at the time of delivery to Customer or Supplier, the Deliverables comply with the applicable legal requirements for medical devices in the country, in which Customer is located, so that the Deliverables can be placed on the market in accordance with these requirements. Siemens Healthineers shall not be responsible for ensuring that the Deliverables comply with the legal requirements for the placing on the market and putting into service of medical devices of a country into which the Deliverables may be transported at a later stage. Any liability of Siemens Healthineers in this regard is excluded to the extent permitted by applicable law.

- 4.2. Customer is solely responsible for ensuring that the Deliverables are operated and maintained in accordance with the applicable legal requirements for medical devices in the country in which Customer is located and that it may be marketed, operated, and maintained in any other country to which the Deliverables may subsequently be transferred. Moreover, Customer is responsible for ensuring that no laws applicable at the location of the Deliverables are violated e.g., by establishing a remote connection to Siemens Healthineers.

- 4.3. In case a claim or suit is brought against Siemens Healthineers or any of its Affiliates by an authority or a third party due to the non-conformity of the Deliverables with the applicable legal requirements for medical devices in a country other than the country, in which Customer is located, Customer shall indemnify, defend, and hold Siemens Healthineers and its Affiliates harmless from and against all losses, claims, demands,

damages, expenses, suits, or other actions, or any liability, including, but not limited to, costs and attorney fees, incurred by Siemens Healthineers and/or its Affiliates in connection therewith.

#### **5. Confidentiality**

In addition to Section 6 of the General Terms, Customer shall be entitled to disclose the product-specific Planning Guide for Mobile CT or Mobile PET/CT to employees of its Supplier insofar as they have a legitimate interest in the disclosure (e.g., because they are entrusted with the selection of a suitable Unit or the execution of installation services) and they have been bound in writing to maintain confidentiality prior to disclosure to an extent no less stringent than the obligations imposed by Section 6 of the General Terms.

#### **6. Additional Charges**

If Siemens Healthineers provides installation Services outside its normal working hours or if installation Services must be interrupted for reasons attributable to Customer or Supplier, Siemens Healthineers shall be entitled to charge additional costs. Customer shall also bear additional costs incurred due to incomplete information provided by Customer. Furthermore, Siemens Healthineers is entitled to charge separately for radiation protection calculations or other additional services provided by Siemens Healthineers at Customer's request. The additional expenditure will be charged according to the current rates of Siemens Healthineers.

#### **7. Warranty**

- 7.1. Unless otherwise agreed, Siemens Healthineers is obliged to provide the Deliverables only in the country, in which Customer is located without infringement of intellectual property rights and copyrights of third parties. Siemens Healthineers assumes no further liability for the absence of legal defects in the Deliverables.
- 7.2. In addition to the terms in Section 4.6. of the Supplemental General Terms, Siemens Healthineers shall have no warranty obligations regarding any Defect based on or related to (i) external influences on the Deliverables (e.g., movements of the Unit), and (ii) Customer's failure to properly select and prepare the Unit for installation or operation of the Deliverables.
- 7.3. Increased expenses for remedying a Defect which have incurred because the Deliverables were subsequently taken to a country other than the country, in which Customer is located shall be borne by Customer (unless this corresponds to the intended use of the Deliverables by Customer).

#### **8. Resale of Deliverables**

- 8.1. If Customer resells or otherwise transfers the Deliverables to a third party (including end users), Customer shall ensure that the third party complies to any usage limitation of and technical requirements for operating the Deliverables in or outside the Unit (as the case may be).
- 8.2. In addition, Customer shall enter into appropriate agreements with such third party to ensure that the third party is bound by all rights and obligations as well as by all limitations of rights and claims applicable to Customer under this Agreement. Specifically, Customer shall ensure that the third party agrees to terms and conditions for the remote connectivity to the benefit of Siemens Healthineers by using the Remote Connection Terms of Siemens Healthineers or similar terms which ensure an equivalent level of rights and obligations, and Customer shall obtain written assurances from such third party to the effect that Siemens Healthineers total liability towards the third party will not exceed the limits of liability agreed in this Agreement.
- 8.3. Customer shall indemnify, defend and hold Siemens Healthineers harmless from any claims which could not have been brought forward if Customer had complied with its obligations under Sections 8.1. and 8.2.