

## General Conditions of Supply and Delivery of Siemens Healthineers (UAE)

Valid as of September 2021.

### 1. Scope

- 1.1 These General Conditions of Supply and Delivery of Siemens Healthineers (UAE), hereinafter "General Conditions", apply to quotations by Siemens Healthcare LLC or Siemens Healthcare FZ-LLC ("Siemens Healthineers") to its customers (the "Purchaser") and to agreements between Siemens Healthineers and Purchasers (such quotations and/or agreements being collectively referred to as the "Agreement") on all deliveries of medical equipment, spare parts and other delivery items, and related installation and commissioning services of Siemens Healthineers (the "Deliveries"), unless special conditions apply for specific delivery items. Unless specifically otherwise agreed, any purchase order of the Purchaser shall be deemed to have been made subject to these General Conditions, regardless of whether or not the General Conditions are attached to or referenced in the purchase order.
- 1.2 Other conditions or counterconfirmations of the Purchaser shall apply only if explicitly agreed to in writing by Siemens Healthineers. Silence on the part of Siemens Healthineers shall not be deemed to constitute agreement.
- 1.3 Supplemental agreements, assurances, contract amendments or cancellations and any other alternative agreements shall be effective only if explicitly confirmed in writing by Siemens Healthineers. The same applies to any waiver of the written form requirement.
- 1.4 If Purchaser has entered into an agreement with Siemens Healthineers or any affiliated company of Siemens Healthineers under which it may act as distributor or reseller of the products it is ordering, then the provisions of such agreement shall, in so far as they do not conflict with any provisions of this Agreement, apply in addition to the provisions of this Agreement.

### 2. Conclusion of the Agreement

Siemens Healthineers' offer is binding. The contract is concluded when the Purchaser accepts Siemens Healthineers' offer in writing without amendment. If Purchaser accepts an offer subject to alternative conditions, written order confirmation by Siemens Healthineers is required.

### 3. Product Development

All products undergo continuous development by the manufacturer in accordance with technical progress. Siemens Healthineers reserves the right (but is not obligated) to modify Deliveries accordingly, provided the quid pro quo is not affected to the disadvantage of the Purchaser and that technical equivalence is maintained.

### 4. Prices and Terms of Payment

- 4.1 The agreed prices apply. Unless otherwise agreed, prices are, in accordance with the Incoterms specified in Siemens Healthineers' offer. All taxes, duties or other charges imposed or levied in connection with this Agreement, including but not limited to costs with respect to the sale, importation and use of Deliveries, shall be in addition to the total price and paid by the Purchaser, unless otherwise agreed or provided for in the applicable Incoterms pursuant to this clause 4.1.
- 4.2 If MR systems are supplied, Siemens Healthineers' prices do not include the costs of determining the magnetic room shielding and the measurement of interference levels at the installation site. The delivery scope further does not include the filling of superconductive magnets with helium for commissioning.

- 4.3 Unless otherwise agreed, payment shall be in the currency in which prices are quoted in Siemens Healthineers' offer and shall become due upon receipt of invoice.
- 4.4 The means of payment shall be as set forth in Siemens Healthineers' offer. If payment by letter of credit ("LC") is agreed, such LC shall be irrevocable, to be opened by the Purchaser in Siemens Healthineers' favor after conclusion of the Agreement and confirmed by a bank acceptable to Siemens Healthineers, from which payments shall be made against presentation of documents obtainable by Siemens Healthineers. The letter of credit is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, Paris Revision 2007 (UCP 600).
- 4.5 The opening of the LC by the Purchaser in accordance with clause 4.4 constitutes conditional rather than actual payment.
- 4.6 If payment becomes overdue, Siemens Healthineers is entitled to charge interest on arrears at 1% per calendar month, provided that Siemens Healthineers' right to assert further claims for damages remains unaffected. If the Purchaser fails to meet the terms of payment or if Siemens Healthineers becomes aware of circumstances that in its reasonable commercial judgment cast doubt on the creditworthiness of the Purchaser, Siemens Healthineers may, without prejudice to its statutory rights, demand payment in advance or securities acceptable to Siemens Healthineers for any outstanding deliveries. If the Purchaser fails to provide such securities within a reasonable period, Siemens Healthineers may withdraw from the Agreement and claim damages. Siemens Healthineers further reserves the right to use payments to settle the most overdue invoice items, plus interest on arrears and costs incurred thereon, in the following order: costs, interest, principal.
- 4.7 The Purchaser may offset claims of Siemens Healthineers or assert a right of retention only if the counterclaims of the Purchaser are undisputed or have become res judicata.
- 4.8 Siemens Healthineers may at any time assign payment claims, together with the right to enforce such claims hereunder, to any third party. The Purchaser hereby agrees to any such future assignment.

### 5. Delivery

- 5.1 The delivery dates agreed with Siemens Healthineers apply. Unless otherwise agreed, the delivery terms are set forth in Siemens Healthineers' offer in accordance with Incoterms 2020. Siemens Healthineers will determine the point from which shipment is made.
- 5.2 Siemens Healthineers reserves the right to provide self-contained Delivery parts that can be used independently as part deliveries. Siemens Healthineers may issue invoices for part deliveries upon handover.
- 5.3 After shipment or handover, instructions as to the proper handling of the Deliveries shall be provided once.
- 5.4 Cooperation is Purchaser's essential contractual obligation. This includes, without limitation, Purchaser's obligations to cooperate with Siemens Healthineers' subcontractors and to make available necessary supporting staff, building structure, working sites, and hardware components at no cost to Siemens Healthineers. Timely delivery is conditional on timely receipt of all documents to be furnished by the Purchaser and of all required licenses and releases, on timely clarification and approval of plans, and on observance of the agreed terms of payment and other obligations of the Purchaser. If these conditions are not fulfilled on time, or if Purchaser otherwise does not meet its obligation to cooperate, a reasonable extension shall be

granted, without prejudice to any other claims Siemens Healthineers may have.

- 5.5 Unless otherwise agreed, delivery deadlines will be deemed met if the goods have been delivered to the carrier in a state of operational readiness within the agreed delivery period. If delivery is delayed for reasons attributable to the Purchaser, the delivery deadline will be deemed met if Siemens Healthineers gives notice within the agreed delivery period that goods are ready for shipment.
- 5.6 If shipment, assembly, commissioning and/or handover is delayed for reasons attributable to the Purchaser, storage costs amounting to 0.5% of the invoiced amount may be charged to the Purchaser for each commenced month of delay, beginning one month after Siemens Healthineers has given notice that goods are ready for shipment. Such storage costs shall be limited to a total maximum of 5% of the value of the consignment that is ready for shipment unless Siemens Healthineers proves that higher costs have been incurred.
- 5.7 All Deliveries shall be packed for shipment and storage in accordance with Siemens Healthineers' standard commercial practices. It is the Purchaser's obligation to notify Siemens Healthineers of any special packaging requirements appropriate for or required in the Purchaser's jurisdiction. The Purchaser shall bear the costs which arise from any special packaging requirements unless these have been notified to Siemens Healthineers prior to issuance of Siemens Healthineers' offer.

## 6. Installation Services

- 6.1 Installation services for Siemens Healthineers medical equipment include unpacking, assembly and, if required, internal connection of cables of components, as well as the connection to safety switches, electrical outlets or other utilities to be provided and installed by the Purchaser, and commissioning (i.e. initial putting into operation). Acceptance procedure commences immediately after successful installation. A certificate will be issued concerning the acceptance of the respective installation services (the "Handover Certificate"). The Purchaser shall sign the Handover Certificate and any complaints of the Purchaser must be noted therein. Siemens Healthineers shall perform any remaining work that has been noted in the Handover Certificate within a reasonable period. The Purchaser will receive a copy of the Handover Certificate.
- 6.2 The signing of the Handover Certificate shall constitute acceptance. If the Purchaser does not appear at the appointment provided by Siemens Healthineers, or refuses to sign the Handover Certificate although the medical equipment is substantially functioning and operating, the installation services will be deemed to have been accepted upon the expiry of thirty (30) calendar days after the first written notice of installation and commissioning by Siemens Healthineers. Clinical use of the medical equipment is not permitted before Siemens Healthineers has received the signed Handover Certificate. Any use of equipment by Purchaser prior to this will be deemed as unreserved acceptance of the installation services.
- 6.3 In the event that installation services cannot be commenced in time or are interrupted or delayed at the request of the Purchaser or for reasons for which Siemens Healthineers is not responsible, the Purchaser shall be liable for any loss and expenses of Siemens Healthineers resulting from such delay. During the term of such delay, the Purchaser bears the risk of loss, destruction or deterioration of the Deliveries and of installation results already performed. The Purchaser bears the burden of proof that any such loss, destruction or deterioration was not caused or contributed to by the delay or interruption.

## 7. Transfer of Risk, Transport Damages

- 7.1 The risk of destruction, loss or damage of the Deliveries will be transferred to the Purchaser in accordance with the agreed Incoterms.

7.2 If Siemens Healthineers is responsible for arranging transport insurance, the Purchaser shall submit any claims for transport damages without delay to the average adjuster in charge. The required claim documentation shall be sent to Siemens Healthineers. The Purchaser shall arrange for all measures to be taken that are required for claims settlement by the insurer.

- 7.3 If a delay occurs as provided in clause 5.5 sentence 2 or if the Purchaser delays acceptance for other reasons, the risk passes to the Purchaser (provided that the transfer of risk has not yet taken place in accordance with the agreed Incoterms).

## 8. Retention of Title

Siemens Healthineers retains ownership of the Deliveries until payment of the full purchase price. Prior to this, no pledging or granting of securities is permitted. Any third-party contesting of title shall be notified to Siemens Healthineers without delay. With effect from the date of contract conclusion, the Purchaser hereby empowers Siemens Healthineers to make all entries or announcements in official registers, books or similar documents as required by applicable laws in order to render the retention of title effective. The Purchaser shall ensure proper maintenance of Deliveries under retention of title and shall at its own cost insure them sufficiently at replacement value, in particular against theft and fire/water damage, and hereby assigns to Siemens Healthineers any future compensation claims arising from the insurance contract. The Purchaser shall also take all measures required for ensuring that Siemens Healthineers' claim to ownership is neither infringed nor annulled. If the Purchaser remains in breach of contract after expiry of a reasonable grace period, in particular if payment remains overdue, Siemens Healthineers may withdraw from the Agreement and take back the Deliveries. Siemens Healthineers' pledging of Deliveries under retention of title shall constitute withdrawal from the Agreement. If the Purchaser resells or otherwise disposes of Deliveries under retention of title prior to full payment of the purchase price, the Purchaser by way of security hereby assigns to Siemens Healthineers all future receivables arising from such resale or disposal, including all securities, without any additional declaration to this effect being required.

## 9. Return of Products ("End-of-Life Devices")

For Siemens Healthineers-manufactured end-of-life devices for which Siemens Healthineers considers reuse to be economically or technically viable and possible, Siemens Healthineers may offer the Purchaser the opportunity to sell back such devices at the end of their useful life, subject to a written agreement between Siemens Healthineers and the Purchaser.

## 10. Software

- 10.1 If Siemens Healthineers provides software with its products, the Purchaser shall be granted a perpetual, non-exclusive and non-transferable right to use such software unchanged on the products they were supplied with or on products approved by Siemens Healthineers solely for the purposes stated in the product description and in compliance with the documentation made available by Siemens Healthineers. The rights of use for software granted hereunder apply mutatis mutandis to the documentation and to any updates, upgrades and/or follow-on products provided to Purchaser in the context of remedying software errors and/or of maintenance and service.
- 10.2 During installation, commissioning and configuration, Siemens Healthineers and/or any subcontractors of Siemens Healthineers are irrevocably entitled to acquire licenses (especially 'click-wrap licenses') for Purchaser from third-party software manufacturers and to accept the same in Purchaser's name. Purchaser shall receive a copy of the end user license agreement concluded within a reasonable time

frame. Purchaser shall be able to access information about all such licenses through automatic "pop-ups", in the documentation, or under the menu item "Info" of the respective software product, or such licenses will be made available to Purchaser upon request.

10.3 The Purchaser may copy programs solely for backup purposes, but may not change, reverse develop or reverse compile them or extract any program parts. Nor may Purchaser remove any alphanumeric codes, stamps or copyright notices from the data carriers. Software supplied as part of medical hardware may only be separated from such hardware within the scope of authorized Siemens Healthineers service.

10.4 Unless otherwise agreed, compensation for the use of software supplied with Siemens Healthineers' products is included in the purchase price. Any enhancement by means of software of the performance of products supplied to the Purchaser will be billed separately.

10.5 If there are any contractual restrictions on the scope of use of software supplied with its products, Siemens Healthineers reserves the right to audit the system on which the software is deployed in order to determine the actual scope of use of such software. The Purchaser shall assist at no expense to Siemens Healthineers in such audit and, on request, shall submit a written declaration with all necessary information, such as the number of computers, users or CPUs for which the software is in use. If the results of the audit indicate that the agreed licensing framework is exceeded, the Purchaser shall pay additional license fees in accordance with the current price list. The right of Siemens Healthineers to assert further claims remains unaffected.

10.6 The provisions of clauses 10.1 – 10.4 do not apply to service software supplied with the products. Service software may be used solely by Siemens Healthineers for service purposes. If the Purchaser performs service work on the products or engages a third party to do so, the prior conclusion of a license agreement against consideration is required. The Deliveries may contain software licensed to Siemens Healthineers by a third party (third-party software) which Siemens Healthineers may only supply to Purchaser subject to mandatory license terms (as attachment to the Agreement or otherwise), and which the Purchaser may only use in compliance with such license terms. Upon conclusion of this Agreement Purchaser accepts such third-party license terms, which take precedence over any deviating provisions of this Agreement.

10.7 Licensed software may contain freeware, shareware or open-source software. Siemens Healthineers will not charge the Purchaser any license fees for the use of such freeware, shareware or open-source software. The Purchaser accepts the specific conditions applicable to such software (the "open-source-conditions") that either form part of the documentation or are supplied with the hardware, and acknowledges that Siemens Healthineers accepts no liability for defects or any other liability in respect of such software. If applicable open-source conditions provide for the publication of source code, Siemens Healthineers shall provide the Purchaser with a copy of such source code at the request of Purchaser. If and to the extent this Agreement contradicts open-source conditions, the latter take precedence in respect of the software concerned.

## 11. Warranty

11.1 Siemens Healthineers warrants that the Deliveries are free from material defects and do not lack any warranted features at the time of risk transfer (hereinafter collectively referred to as "defects"). Warranted features are limited to characteristics explicitly designated as such in the specifications. Special warranty terms of Siemens Healthineers apply for certain Deliveries for product-specific reasons, such as high-vacuum elements or flat detectors.

11.2 The warranty period is twelve (12) months, starting upon risk transfer in accordance with the agreed Incoterm but no later than three (3) months from the date of shipment. If

shipment is delayed for reasons attributable to the Purchaser, the warranty period starts on the date of readiness for shipment. The warranty period for spare parts is six (6) months from the date of risk transfer.

11.3 Warranty claims do not arise from trivial deviations from an agreed state or condition, from non-reproducible software errors or in the course of normal wear and tear. Warranty claims also do not arise from damage resulting from improper or negligent handling, assembly or commissioning by the Purchaser or third parties, excessive strain, improper use, failure to comply with operating instructions, use of inappropriate means of operation, incorrect on-site building conditions or technical specifications of the Purchaser or third parties, or from specific external factors not assumed in the Agreement. If modifications or repairs are performed by the Purchaser or a third party, no warranty claims will arise in respect of such modifications or repairs or any consequences arising thereof. Unless otherwise agreed, Siemens Healthineers accepts no liability for defects in second-hand products.

11.4 Immediately after receiving the Deliveries, the Purchaser shall examine them for defects. Obvious defects shall be reported immediately after delivery or installation, or at the latest within fourteen (14) calendar days of receipt of the Deliveries. Hidden defects shall be reported as soon as they are discovered. Complaints must be raised in writing, specifying the order data, the invoice and shipment numbers, and the identification number of the defective Deliveries. If the Purchaser fails to provide a notification in the correct form and in good time, the Deliveries will be deemed approved. The Purchaser shall not refuse to accept delivery due to trivial defects.

11.5 Purchaser shall ensure that Siemens Healthineers obtains both on-site and remote access to the Deliveries to the extent legally permitted and technically feasible. Purchaser shall make reasonable efforts to ensure that remote access is provided through Purchaser's internet connection as is reasonably necessary for Siemens Healthineers to provide services under this Agreement, such as rectification of defects. The Purchaser agrees to allow connection to Siemens Healthineers' Smart Remote Service system (SRS) through a broadband internet-based connection to either a Purchaser-owned or Siemens Healthineers-provided secure end-point. The method of connection shall be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. The Purchaser shall notify Siemens Healthineers of any location and configuration changes of medical equipment during the warranty period. When providing remote services, Siemens Healthineers will be entitled to access the data available with the Purchaser for the SRS-capable Deliveries. If the requirements of Siemens Healthineers for providing remote services are not fulfilled, Siemens Healthineers will be relieved from any obligation to provide remote services or to maintain the operability of SRS-capable systems.

11.6 Deliveries that exhibit material defects or lack a warranted feature at the time of risk transfer shall, at Siemens Healthineers' discretion and within the normal processing times, be either repaired free of charge or replaced with non-defective deliveries. Siemens Healthineers will assume ownership of any replaced defective parts. In the event of substantial non-conformance of software supplied with products with its specification, Siemens Healthineers shall provide Purchaser with an updated version of the software in order to eliminate such defect, if and when such updated version becomes available to Siemens Healthineers. If modified standard software or custom-made software is defective, Siemens Healthineers will provide Purchaser with an acceptable by-pass or error-eliminating solution, if available with reasonable expenditure and provided that the commercial use of the product would otherwise be substantially affected, until an updated software version eliminating the defect becomes available.

11.7 Unless otherwise expressly agreed, Siemens Healthineers shall deliver repaired or replacement parts DDP customer

site or, if the Purchaser is providing authorized warranty service for an end user other than the Purchaser, CPT the agreed point of entry pursuant to the confirmed parts order in accordance with Incoterms 2020. Siemens Healthineers will determine the point from which shipment is made. Siemens Healthineers is not obligated to send back or store Deliveries returned to Siemens Healthineers without the prior written consent of Siemens Healthineers. For quality reasons, goods may be returned or taken back only upon agreement by Siemens Healthineers' order processing department.

- 11.8 If repair or replacement delivery is unsuccessful or if a reasonable extension period has expired without Siemens Healthineers having rectified the defect, the Purchaser may request a price reduction. If the defective Delivery or the unaffected part of the Delivery that is free from defects is of no use, the Purchaser may withdraw from the Agreement with respect to the relevant Delivery.
- 11.9 No new warranty period shall commence as a result of repair, replacement or substitute performance/delivery.
- 11.10 If the Purchaser has made a justifiable complaint of a defect, the Purchaser may withhold payment in adequate proportion to the identified defect upon reasonable prior written notice to Siemens Healthineers. If an unfounded complaint has been made, Siemens Healthineers is entitled to reimbursement of the resulting costs incurred.
- 11.11 Any other rights or claims of Purchaser based on material defects or lack of warranted features shall be excluded.

## 12. Defects of Title

- 12.1 If the installation site of Deliveries was notified to Siemens Healthineers before or upon contract conclusion and unless otherwise agreed, Siemens Healthineers shall deliver the relevant products unencumbered by industrial property rights and copyrights of third parties within the country of the installation site (referred to hereinafter as "Intellectual Property Rights"). If the installation site is not notified, Siemens Healthineers shall deliver the products unencumbered by Property Rights to the country of the Purchaser's head office.
- 12.2 If a third party, within the warranty period defined in clause 11.2, brings substantiated claims against the Purchaser arising from Intellectual Property Rights in respect of Deliveries, Siemens Healthineers shall, at its expense and sole discretion, either (i) obtain a right of use, or (ii) alter the Deliveries in such a way that no Intellectual Property Rights are infringed, or (iii) replace the Deliveries with equivalent non-infringing products. If Siemens Healthineers is unable to do so under reasonable conditions, the Purchaser shall be entitled to reduce the purchase price accordingly, or withdraw from the Agreement with respect to the affected Delivery, requesting that Siemens Healthineers take it back and reimburse the relevant portion of the purchase price, if paid.
- 12.3 The obligations defined in clause 12.2 shall only apply if the Purchaser notifies Siemens Healthineers immediately of any assertion or threat of such claim, does not make any admissions in respect of the claim to the third party claimant, permits Siemens Healthineers to defend or settle the claim in court or out of court, or does so itself solely upon Siemens Healthineers' prior written consent, makes available promptly all information required by Siemens Healthineers for assessing the situation and defending such claim, and provides Siemens Healthineers with appropriate support. If the Purchaser suspends its use of the Delivery for loss mitigation or other reasons, the claimant must be informed that such suspension does not imply recognition of the alleged infringement.
- 12.4 Claims by the Purchaser are excluded if an infringement of Intellectual Property Rights results from (i) implementation of instructions issued by the Purchaser; (ii) modification of the Deliveries by the Purchaser or a third party working on its behalf, or use of the Deliveries with, or connection to, other products, components or software, provided that the infringement would not have occurred without such

modification, use or connection; (iii) use of Deliveries in a manner not foreseen by the Agreement; (iv) a method in which the Deliveries are used, if use of the Deliveries stand-alone would not constitute an infringement; (v) the Deliveries being used or sold without the latest software updates, up-grades or versions if using the latest update, upgrade or version would have prevented the infringement; or (vi) circumstances attributable to the Purchaser for other reasons.

- 12.5 In case of any other defect of title, this clause 12 applies accordingly.
- 12.6 Any other rights or claims of the Purchaser based on defects of title shall be excluded.

## 13. Liability

- 13.1 General liability
  - 13.1.1 Siemens Healthineers is liable in accordance with the statutory provisions for any personal damage for which Siemens Healthineers is responsible and for any damage caused by intent or gross negligence on the part of Siemens Healthineers. In case of any act or omission of Siemens Healthineers causing the death of a person, the liability of Siemens Healthineers shall be limited to the minimum amount payable in accordance with the applicable mandatory statutory provisions. In the event of damage to property resulting from negligence on the part of Siemens Healthineers, Siemens Healthineers is liable for the costs of restoring the property up to 50% of the contract value.
  - 13.1.2 Any further claims against Siemens Healthineers for damages and reimbursement based on whichever legal theory, including but not limited to breach of contract and tort, and the compensation of any other damage, such as indirect damage, lost profits, production stoppage or data loss, shall be excluded.
  - 13.1.3 If liquidated damages or contract penalties have been agreed, payment thereof shall constitute final settlement of the respective breach of contract.
  - 13.1.4 If a third party becomes the owner of or acquires any other right in the Deliveries, or if works must be performed at or delivered to a location owned or operated by a third party, Purchaser must obtain written assurances from such third party to the effect that Siemens Healthineers' total liability towards these third parties and Purchaser will not exceed the limits of liability agreed above. Purchaser shall hold harmless and indemnify Siemens Healthineers from any claims in excess of said limitation of liability.
  - 13.1.5 The above provisions also apply in favor of Siemens Healthineers' subcontractors, employees and agents.
- 13.2 Liability for delayed delivery
  - 13.2.1 If and to the extent the Purchaser has suffered damage as a result of a delivery delay attributable to Siemens Healthineers, the Purchaser is entitled to a compensation in the amount of 0.5% of the value of the portion of the Delivery that cannot be used due to the delay for each full week of delay, up to a total maximum of 5% of such value. Once the maximum compensation for delay has been reached, the Purchaser may set a reasonable extension period in writing. If this extension period is not met for reasons attributable to Siemens Healthineers, the Purchaser may refuse acceptance of the delayed portion of the Delivery. The Purchaser may withdraw from the Agreement only if Siemens Healthineers is responsible for the delivery delay and partial acceptance by the Purchaser is not economically acceptable. In such a case the Purchaser may request reimbursement of amounts already paid against return of Deliveries already made.
  - 13.2.2 Any other rights and claims of the Purchaser based on delivery delay shall be excluded.
- 13.3 Exceptions to the limitation of liability
 

The limitations of liability under this clause 13 shall not apply for mandatory liability under product liability legislation or in cases of intent, gross negligence, or personal injury or death.
- 13.4 Period of limitation

Claims for damages in connection with the liability provided for under this clause 13 shall become statute-barred at the end of the warranty period defined in clause 11.2. This shall not apply for mandatory liability under product liability legislation or in cases of intent, gross negligence, or personal injury or death.

#### 14. Force Majeure

Any failure or delay on the part of a party in the performance of its obligations or duties hereunder shall be excused to the extent attributable to Force Majeure for the duration of the Force Majeure event and within the scope of its effects. The foregoing shall not apply to payment obligations. "Force Majeure" shall include without limitation: Unforeseeable breakdowns, delivery delays or defaults on the part of Siemens Healthineers' suppliers, shortages of human resources, energy or raw materials, strikes, lockouts, war, civil unrest, disorder, rebellion, riots, terrorist acts, difficulties in obtaining transportation facilities, traffic disturbances, official orders, natural disasters and any other unforeseeable circumstances and acts beyond the control of the affected party which render the performance of its obligations impossible or possible only at disproportionate cost or effort. If a delay of more than eight (8) weeks is caused by such an event, each party shall be entitled, to the exclusion of any other claims, to terminate the Agreement in respect of the Deliveries affected by the delay or non-performance.

#### 15. Spare Parts

If no periods are defined in the product information, Siemens Healthineers stocks replacements for parts subject to wear and parts frequently requested for maintenance purposes (spare parts) for a reasonable period of time, provided that supply sources of Siemens Healthineers do not fail in specific cases, e.g. following the discontinuation of IT components or after the end of the warranty period defined in clause 11.2. If legally permitted, Siemens Healthineers may provide refurbished parts as spare parts which comply with applicable performance and reliability requirements. For products and components manufactured by third parties the availability periods of the respective manufacturer or supplier apply.

#### 16. Resale of Products

When intending to resell Siemens Healthineers-manufactured products, the Purchaser shall inform Siemens Healthineers in time and enable Siemens Healthineers to make a buy-back offer. If the Purchaser resells to a third party products manufactured by Siemens Healthineers, the Purchaser shall, having regard to any recall obligations in the event of a product defect, immediately notify Siemens Healthineers of the name and address of the acquirer, and shall impose upon the acquirer corresponding obligations.

#### 17. Compliance with Export Control Regulations

- 17.1 Siemens Healthineers shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 17.2 If and to the extent the sale or supply of products and services is subject to prior authorization by the competent export control authorities of the European Union this Agreement shall come into force only upon the granting of such authorization.

- 17.3 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 Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services 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.
- 17.4 Prior to any transfer of goods, works and services provided by Siemens Healthineers to a third party Purchaser shall in particular verify and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by the brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, taking into account additionally any restrictions on domestic business and prohibitions against the circumvention of such embargos; (ii) such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (iii) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are observed.
- 17.5 If required to enable authorities or Siemens Healthineers to conduct export control checks, Purchaser, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens Healthineers, as well as any existing export control restrictions.
- 17.6 Purchaser shall indemnify and hold harmless Siemens Healthineers 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 Healthineers for all losses and expenses resulting therefrom.

#### 18. Confidentiality

Siemens Healthineers and the Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/ or patients of the disclosing party, as well as this Agreement and its terms, including the pricing and other financial terms under which the Purchaser will be obtaining the Deliveries hereunder. Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees, agents and subcontractors having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information i) in the public domain at the time of disclosure, ii) which was known to any of the parties before disclosure without having violated a confidentiality obligation or iii) that is required to be disclosed by court order or by law.

#### 19. Entire Contract and Amendment

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Agreement may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto.

## 20. Assignment

This Agreement may not be assigned or otherwise transferred, nor may any rights or obligations be assigned or transferred by either party without the prior written consent of the other party hereto, except that Siemens Healthineers may assign or extend this Agreement in whole or in part and/or its rights and obligations hereunder without the consent of the other party (i) to any subsidiary, parent or affiliate of Siemens Healthineers, or (ii) to a third-party successor in interest of all or part of the business to which this Agreement relates, whether as a result of a change of ownership (including by stock purchase, merger or consolidation) and/or as a result of the sale of all or a substantial part of the assets and/or all or a part of the business to which this Agreement relates and/or in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization.

## 21. Severability; Headings

No provision of this Agreement that may be deemed invalid, illegal or unenforceable will in any way invalidate any other portion or provision of this Agreement. Paragraph headings are for convenience only and will have no substantive effect.

## 22. Reservation of Rights

Siemens Healthineers retains unlimited rights to estimates, drawings and other documents (referred to hereinafter as "documents"). Documents may not be made available to third parties without Siemens Healthineers' prior written consent and may be used only for the purpose for which they were provided. Drawings and other documents pertaining to quotations shall on request be immediately returned to Siemens Healthineers if the order is not placed with Siemens Healthineers. Sentences 1 and 2 apply mutatis mutandis to documents of the Purchaser, except that such documents may be made available to third parties commissioned by Siemens Healthineers to perform deliveries.

## 23. Data Protection and Data Use

23.1 In the course of inspection or maintenance of automated procedures or data processing systems by Siemens Healthineers or a subcontractor engaged by Siemens Healthineers, the possibility of access to personal data cannot be ruled out. When collecting, processing or using personal data, the parties shall observe all relevant legal regulations pertaining to data protection. Siemens Healthineers shall be required to commit all employees engaged in data processing to data secrecy in writing. Purchaser shall ensure compliance with all legal regulations (e.g. by obtaining related declarations of consent), so that Siemens Healthineers is able to meet its contractual obligations without contravening applicable laws pertaining to the protection of personal data.

23.2 Siemens Healthineers constantly works on the improvement of its products and services. To be able to optimize equipment availability as well as to ensure quality, Siemens Healthineers needs access to certain non-personal data such as technical data (e.g. device properties, performance parameters) and equipment-specific usage data of the Siemens Healthineers products. Purchaser hereby authorizes Siemens Healthineers and any affiliated company of Siemens Healthineers to access, collect, store, copy, modify, analyze, publish or otherwise make use of such data. Purchaser further grants Siemens Healthineers and its affiliated companies the right (subject to the condition that Purchaser-specific data be anonymized to an extent that identification of Purchaser is not possible) to store, copy, modify, analyze, publish or otherwise make use of such data for Siemens Healthineers' own commercial business purposes on a non-transferable, perpetual basis without restrictions in terms location or content.

## 24. Applicable Law and Arbitration

- 24.1 This Agreement will be governed by and construed in accordance with the substantive laws of the United Arab Emirates. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
- 24.2 All disputes in connection with this Agreement or the performance thereof shall be amicably settled through negotiation. All disputes arising in connection with this Agreement including any question regarding the termination or any subsequent amendment of the Agreement which are not resolved through negotiations shall be finally settled through the Rules of Arbitration of the International Chamber of Commerce, Paris ("Rules") in accordance with said Rules. If the value of the total matter in dispute, including the value of any counterclaims, is less than UAE Dirhams (AED) 5 million, the tribunal shall consist of one arbitrator and if the value of the total matter in the dispute is AED 5 million or more the tribunal shall consist of three arbitrators. If the parties cannot agree whether or not the value is less than AED 5 million, the ICC shall decide on the number of arbitrators on written request by one of the parties. If the tribunal consists of three arbitrators each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator within thirty (30) calendar days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator. The chairman of the arbitral tribunal shall be a lawyer, legal consultant or judge.
- 24.3 The Expedited Procedure Rules shall apply only to claims for breach of payment obligations under the Agreement in respect of which the total value of the matter in dispute is less than AED 2 million.
- 24.4 Consolidation of arbitrations pending under the Rules into a single arbitration shall only be possible if the parties have agreed to consolidation. Any production of documents shall be limited to the documents on which each party specifically relies in its submission(s).
- 24.5 The seat of arbitration shall be Dubai, UAE. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English.
- 24.6 The arbitrator may, in his/her, discretion, issue one (1) or more interim awards as well as a final award or may decide all issues in a single final award. In deciding whether to issue one or more interim awards or a single final award the arbitrators shall consider the views of the parties.
- 24.7 The arbitrator(s) shall attach to the award (including without limitation any award issued under the Expedited Procedure) a true Arabic translation prepared and authenticated by a legal translator duly licensed by the relevant UAE authority.
- 24.8 Any provisions of applicable law concerning the time frame for the arbitrators to render an arbitration award shall not apply to arbitration proceedings in connection with this Agreement other than those conducted pursuant to the Expedited Procedure.