

Terms and Conditions for the Purchase of Goods and/or Services (USA)

1. GENERAL TERMS.

- 1.1. Purchase Order. This document sets forth the exclusive terms and conditions for the purchase of Goods and/or Services by a Siemens Healthineers entity, as named below (“**Terms and Conditions**”). The Terms and Conditions are referenced by an ordering document (“**Purchase Order**”) which is signed by the respective Siemens Healthineers entity identified on the Purchase Order (Siemens Medical Solutions USA, Inc., or Siemens Healthcare Diagnostics Inc., or Varian Medical Systems, Inc.) (“**Siemens Healthineers**”) and the supplier identified on the Purchase Order (“**Seller**”).

"**Goods**" means tangible, physical items, products, or materials that are capable of being transferred or exchanged, typically for monetary compensation. Goods may include, but are not limited to, raw materials, finished products, equipment, machinery, and other physical assets.

"**Services**" means intangible activities, tasks, or work performed, often involving the use of skill, expertise, labor, or effort to achieve a specific outcome or result. Services may encompass a wide range of professional, technical, or personal activities, including consulting, maintenance, repairs, installations, training, and support.

- 1.2. Different Terms and Conditions. The Purchase Order supersedes any prior written or oral agreements between the parties regarding this purchase. Any additional or different terms or conditions stated by Seller in acknowledging receipt of the Purchase Order are hereby rejected and shall be void. If Siemens Healthineers and Seller have entered into a separate written agreement with respect to Siemens Healthineers' purchase of the Goods and/or Services (“**Mutual Agreement**”), then such Mutual Agreement shall govern Siemens Healthineers' purchase of such Goods and/or Services. In the event of any inconsistencies between the terms of the Mutual Agreement and the terms of the Purchase Order, the terms of the Mutual Agreement shall prevail.
- 1.3. Acceptance. Seller accepts a Purchase Order by: **(i)** sending a written confirmation, **(ii)** starting to perform any part of the Purchase Order, or **(iii)** not expressly rejecting the Purchase Order in writing within 5 business days after receiving the Purchase Order.
- 1.4. Changes of the Purchase Order. Siemens Healthineers shall have the right anytime, by written change order, to make changes in any one or more of the following:
- (i) quantity of Goods to be delivered;
 - (ii) method of shipping or packing;
 - (iii) drawings, designs or specifications;
 - (iv) place of delivery; and
 - (v) delivery/completion schedules for Goods or Services.

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2. DELIVERY, INSPECTION AND PACKING.

- 2.1. Inspection. Siemens Healthineers reserves the right to make final inspection of the Goods and Services after receipt by Siemens Healthineers (notwithstanding any prior payment or prior acceptance thereof). Goods and/or Services which fail to pass the inspection may be subsequently inspected by Siemens Healthineers (with Seller to be charged for all such inspection costs) or, at Siemens Healthineers' option, rejected or returned to Seller for correction, replacement, or credit.
- 2.2. Non-Conformance. In addition to any other rights and remedies available under law, Siemens Healthineers may cancel this Purchase Order and/or reject the Goods or Services upon any default by Seller hereunder, including, but not limited to, the Seller's failure in meeting or satisfying any delivery/completion dates, scheduled amounts, specifications, quality, or performance ("**Non-Conformance**"). In addition, Siemens Healthineers may reject or return the Goods or Services to Seller for correction, replacement, or request a credit for the Non-Conformance. Regarding Non-Conformance of Services, Siemens Healthineers may also request a refund of payments already made to the Seller. If Siemens Healthineers requests a credit or a refund, Seller shall issue such credit or refund within five (5) business days after its receipt of Siemens Healthineers demand therefor.
- 2.3. Delivery and Title to Goods.
- 2.3.1. Seller shall comply with the timeline and date of deliveries indicated on the Purchase Order. Goods shipped in advance of delivery schedule or unauthorized partial shipments may also be rejected or returned to Seller at Seller's expense. Unless otherwise agreed in writing, all Goods shall be shipped FCA (Free Carrier) [Seller's facility address or other agreed location], Incoterms® 2020. Title to, and risk of loss for all Goods shall pass to Siemens Healthineers upon delivery of the Goods to the carrier at the named FCA location. Delivery shall be deemed complete upon such handover to the carrier, provided the Goods are in undamaged condition and appropriately packaged for transport. Seller shall bear all risks and expenses for returns including, but not limited to, storage, freight, insurance, packaging, materials, and labor as to rejected Goods or Goods requiring correction after notice of rejection.
- 2.3.2. If Seller fails to deliver the Goods or Services by the delivery date stated in the Purchase Order, Seller shall pay Siemens Healthineers a late delivery fee of 0.5% of the total Purchase Order value for each day of delay, starting on the 8th day after such delivery date. If Seller does not deliver at all or delivers less than stated in the Purchase Order, Seller shall reimburse Siemens Healthineers for the full cost of replacement Goods or Services.
- 2.4. Packaging. All Goods shall be packed by Seller in suitable containers for protection in shipment and storage prioritizing sustainable practices and minimizing waste. As further stated in Section 13 below, the packaging shall not contain any substance prohibited or exceeding concentration limit for the respective applications, as well as meet requirements for energy efficiency, recycling, and disposal pursuant to Federal, State, local and international regulations applicable at the registered seat of Seller or Siemens Healthineers. No charge shall be made for cartons, wrappings, boxing, crating, delivery, insurance, drayage, or other cost. Each container shall be marked to show Siemens Healthineers' Purchase Order number, and a packing sheet showing Purchase Order number must be included in each package.

3. PAYMENT.

- 3.1. Prices. Seller's prices for the Goods or Services ordered are set forth in the Purchase Order and not subject to increase, without the prior written consent of Siemens Healthineers. If this Purchase Order does not state a price, Siemens Healthineers will not be bound to any price to which it has not expressly agreed in writing. Seller agrees not to charge Siemens Healthineers any additional fees, surcharges, or costs, unless Siemens Healthineers has agreed to them in

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writing. Seller warrants that the price charged to Siemens Healthineers are not higher than prices charged on orders placed by others for similar quantities under similar conditions. If Seller breaches this warranty, the prices of the Goods or Services shall be reduced accordingly, retroactively to the date of the breach. In addition, Seller agrees that any price reduction in the Goods or Services after placement of this Purchase Order, but prior to shipment of Goods or completion of Services, will apply to this Purchase Order.

3.2. Travel Expenses. Siemens Healthineers may reimburse Seller for reasonable travel if:

- (i) Services require travel by Seller,
- (ii) expenses have been pre-approved in writing by Siemens Healthineers, and
- (iii) such travel expenses comply with Siemens Healthineers' travel policies.

3.3. Prepaid Transportation Charges. Where prepaid transportation charges are authorized in writing by Siemens Healthineers, these charges must be shown separately on Seller's invoices and should be accompanied by the original freight bill or a copy of a bill of lading. If the inclusion of prepaid transportation charges makes it impossible for Seller to render its invoice within 24 hours of shipment, an invoice to cover transportation charge shall be sent promptly thereafter.

3.4. Payment Due Date. Payment shall be made to Seller ninety (90) days after the later of (i) receipt of Goods or completion of Services, or (ii) Siemens Healthineers' receipt of Seller's invoice. That payment shall not constitute acceptance of the Goods or Services or impair Siemens Healthineers' right of inspection and rejection.

3.5. Setoff. Siemens Healthineers may set off any amount due from Seller to Siemens Healthineers or any division, subsidiary, or affiliate thereof, against any amount due to Seller hereunder.

3.6. Cash Discount. Siemens Healthineers is eligible for a discount of 3% on the total invoice amount if payment is made within 10 working days ("Cash Discount Period"). The Cash Discount Period shall commence as of the date of the later of (i) receipt of Goods or completion of Services or (ii) receipt of invoice.

3.7. Taxes. Notwithstanding the use of FCA Incoterms® 2020, the prices are inclusive of, and Siemens Healthineers shall not pay or reimburse Seller for, any and all taxes, customs and import duties, and any other levied government charges in any way relating to or arising out of this Purchase Order. Seller may add only applicable federal, state, and local sales taxes as a separate line item on the invoice.

4. WARRANTY, INDEMNIFICATION AND LIABILITY.

4.1. Warranties for Goods and Services

4.1.1. Goods. Seller warrants that the Goods (and any parts components and materials therein) delivered to Siemens Healthineers are new and are not used or refurbished and that Seller has good and valid title to the Goods. Seller further warrants that the Goods provided hereunder shall be (i) in full conformity with all specifications, drawings, and/or other descriptions or samples, (ii) merchantable, (iii) fit for their intended purposes, (iv) free from defects in design, materials and workmanship, and (v) free of any lien, encumbrance or other defect in title.

4.1.2. Services. Seller warrants that any Services provided hereunder shall be performed in a good, workmanlike and

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professional manner in compliance with all applicable laws and regulations, any written instructions provided by Siemens Healthineers, and the highest standards in the industry for performing services of a similar nature.

- 4.1.3. Such warranties shall be in addition to any other warranties given by Seller, shall survive inspection, acceptance, and payment therefor and shall run to Siemens Healthineers, its successors, assigns and customers. In the event of a breach of any of the warranties set forth herein, Siemens Healthineers may, at its option, either obtain a full refund of all amounts paid to Seller hereunder or require prompt correction or replacement of defective or nonconforming Services, Goods or parts, which rights shall be in addition to such other rights as Siemens Healthineers may have under applicable law.
- 4.2. Intellectual Property Indemnification. Seller shall defend, indemnify and hold harmless Siemens Healthineers, its subsidiaries and affiliates, and their respective officers, directors, employees, agents, and customers, from and against all expenses, liabilities, damages, and losses of any kind (including attorneys' fees), arising out of claims, suits or proceedings whether threatened or filed alleging infringement of any patent, trademark, or copyright, or alleging misappropriation of any trade secret of any third party, arising from the manufacture, sale, resale, offer for sale, import, copying, distribution, use, advertising, or other exploitation of any Goods ordered or Services provided hereunder. Seller shall promptly assume the defense of any such claim, suit or proceeding at Seller's sole cost and expense and with counsel reasonably satisfactory to Siemens Healthineers, and Seller shall pay all costs, damages, royalties or profits which may be decreed or awarded against Siemens Healthineers, its subsidiaries, affiliates, agents or customers in connection therewith. In addition, at its option, Siemens Healthineers may engage, at its own expense, separate counsel to appear on its behalf in such action or proceeding without waiver of its rights or Seller's obligation hereunder. Seller shall, at its own cost and expense, either procure for Siemens Healthineers the right to continue using the Goods or Services or any part thereof, or modify the Goods or Services so that they become non-infringing, provided that such modified Goods or Services shall conform in every respect to the applicable specifications and terms and conditions of this Purchase Order. If neither of these alternatives is possible, then Seller shall promptly refund to Siemens Healthineers the purchase price paid for such Goods or Services.
- 4.3. General Indemnification. Seller hereby agrees to defend, indemnify, and hold Siemens Healthineers, its subsidiaries and affiliates, and their respective officers, directors, employees, agents and customers, harmless, from and against any and all loss, damage, liability, or expense resulting from the negligent act or omission, breach of the terms of the Purchase Order, including, these Terms and Conditions, errors and omissions, contamination of the environment or hazardous materials, failure to comply with law or regulation, caused by the Seller, or its subcontractors, agents, or employees. Seller, upon notice from Siemens Healthineers, shall resist and defend, at Seller's sole cost and expense, any such action or proceeding with counsel reasonably satisfactory to Siemens Healthineers. In addition, at its option, Siemens Healthineers may engage, at its own expense, separate counsel to appear on its behalf in such action or proceeding without waiver of its rights or Seller's obligation hereunder. Seller shall further defend, indemnify, and hold harmless Siemens Healthineers, its subsidiaries and affiliates, and their respective officers, directors, employees, agents and customers, from all other claims, suits, proceedings, demands, liabilities, costs and expenses (including attorneys' fees) arising from any actual or alleged (i) defect in the Goods or Services provided by Seller hereunder, (ii) failure of the Goods or Services to comply with all specifications or with the express or implied warranties of Seller, or (iii) Seller's violation of any statute, ordinance, rule or regulation in the manufacture, sale, delivery or completion of the Goods or the provision of the Services. The defend, indemnification, and hold harmless obligations of this paragraph shall survive completion, expiration or termination of this Purchase Order.
- 4.4. Attorney's Fees. If Siemens Healthineers takes any legal action against Seller to enforce performance of any provision hereof or should Siemens Healthineers be forced to defend a lawsuit brought against it by Seller, then Seller shall be liable for all of Siemens Healthineers' costs and expenses, including reasonable attorneys' fees.

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- 4.5. Waiver. Failure or delay on the part of Siemens Healthineers to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

5. CONFIDENTIALITY.

- 5.1. Both during and after the term of the Purchase Order, either party ("**Receiving Party**") will treat as confidential all proprietary or confidential information of the other party, shared in any form (including copies or restatements thereof), including, without limitation, the intellectual property, know-how, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of a party, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of a party hereto, which is marked "confidential" or other similar markings or a reasonable person in the industry would know such information to be confidential ("**Confidential Information**"). Siemens Healthineers has the right to share Seller's Confidential Information with its subsidiaries and affiliates, and their respective officers, directors, employees, agents and customers, in connection with transactions involving or related to the Goods and Services provided hereunder, provided those recipients are subject to equivalent confidentiality obligations set forth herein.
- 5.2. Receiving Party shall refrain from disclosing and/or using disclosing party's Confidential Information other than to perform its obligations under the Purchase Order. Receiving Party shall be responsible for any breach of its confidentiality obligations hereunder, including, any breach caused by its affiliates or representative(s).
- 5.3. These confidentiality restrictions shall not apply to information which
- (i) is or becomes generally known to the public, without the fault of the receiving party;
 - (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure;
 - (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving Party upon the date of this Purchase Order;
 - (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of disclosing Party's confidential information; or
 - (v) is required to be disclosed by law, provided that the Party required to disclose by law will, if allowed under applicable law, promptly advise the disclosing party of any requirement to make such disclosure to allow the disclosing party the opportunity to obtain a protective order and assist the disclosing party in so doing.

An individual who is a Seller's representative will be immune from liability for the confidential disclosure of trade secrets (i) to a governmental agency to report a suspected violation of law or (ii) to a court, if the individual complies with the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b).

- 5.4. The parties will return or destroy Confidential Information of each other within ten (30) days of receipt of a written request, or upon expiration or termination of the Purchase Order. Disclosing Party shall be entitled to specific performance and injunctive relief (including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this section.

6. INTELLECTUAL PROPERTY RIGHTS.

- 6.1. Ownership. Each party shall retain all right, title and interest it may have with respect to Items acquired or developed before the effective date or independently of this Purchase Order. "**Items**" means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, developments, innovations, modifications, computer programs including software (in source

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and object code forms), firmware and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

- 6.2. Siemens Healthineers shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights, including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. **“Work Product”** means all Items and any other work product conceived, reduced to practice, created, developed, suggested, produced, prepared, collected, compiled or generated by Seller, its affiliates or representatives in connection with performing the Services or producing the Goods including but not limited to modifications and improvements thereto. Seller shall not cause or permit any Work Product to be subject to any lien or encumbrance. Seller hereby, irrevocably, in perpetuity and without further consideration, assigns to Siemens Healthineers all right, title and interest that Seller, its affiliates and/or representatives has or may have in the future anywhere in the world in all Work Product. To the extent that the assignment of the prior sentence is ineffective under applicable law, Seller waives, to the maximum extent permitted by applicable law, and agrees never to assert, any and all moral rights in or to any of the Work Product, which waiver shall be for the benefit of Siemens Healthineers and its successors, assigns, licensees, sublicensees, customers and distributors.
- 6.3. Works made for Hire. Siemens Healthineers will be considered the “person for whom the work was prepared” for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute “works made for hire” as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended (**“Copyright Act”**), or analogous provisions under other applicable laws, and will be owned exclusively by Siemens Healthineers upon creation. If (and to the extent) any of the foregoing (or any part or element thereof) is found as a matter of law not to be a “work made for hire” under applicable laws, Seller hereby irrevocably, in perpetuity and without further consideration, assigns to Siemens Healthineers (its successors and assigns) all right, title and interest that Seller has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.
- 6.4. Disclosure and Further Assurances. Seller shall disclose and describe all Work Product to Siemens Healthineers and, promptly upon Siemens Healthineers’ request, provide any requested information or documentation related to Work Product. Upon Siemens Healthineers’ request, Seller will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of Siemens Healthineers (or its designee). Seller irrevocably designates and appoints Siemens Healthineers (or its designee) and its legal representatives and nominees, as Seller’s agent and attorney-in-fact to prosecute and enforce any applications and intellectual property rights as to Work Product.
- 6.5. Seller shall promptly disclose, and hereby grants to Siemens Healthineers, a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Seller which are necessary for the use and enjoyment by Siemens Healthineers of Goods/Services and Work Product hereunder. Such license further extends to Siemens Healthineers’ subsidiaries and affiliates, distributors, manufacturers, and its end user(s). Such license covers perpetual software license for software used in or required for the operation of Goods/Services, including but not limited to all modifications or additions to software, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an Exhibit to this Purchase Order.
- 6.6. Seller shall not embed or incorporate any third-party Items into Goods/Services without Siemens Healthineers’ prior written consent and Seller’s providing to Siemens Healthineers and/or its end users a list of third-party software or other intellectual property contained within or necessary to use Goods/Services together with royalty-free, paid-up licenses to Siemens Healthineers, its affiliates and its or their end user(s).

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7. TRADEMARKS, DESIGNS AND SELLER'S DOCUMENTATION.

- 7.1. Trademarks. Seller shall not acquire or claim any right, title or interest in any trademarks owned or licensed by Siemens Healthineers for any purpose.
- 7.2. Designs and Tools. In addition to Section 5 (Confidentiality) and 6 (Intellectual Property Rights) the following applies:
- 7.2.1. Siemens Healthineers' Property. Any drawings, data, tools, designs, equipment, software programs or other property supplied by Siemens Healthineers to Seller or specifically paid for by Siemens Healthineers in connection with the Purchase Order shall be and remain Siemens Healthineers' property. Such property shall be used exclusively in connection with the Goods or Services provided hereunder, maintained in first class condition and returned by Seller to Siemens Healthineers at the termination of this Purchase Order, or earlier should Siemens Healthineers so request. In addition, all new technology (including, but not limited to, inventions, patentable or not), new equipment, or a new manufacturing process resulting from Services performed by Seller under this Purchase Order shall be the exclusive property of Siemens Healthineers.
- 7.2.2. Proprietary to Siemens Healthineers. Any data, software or other technical information (including any data or information included in any drawings, specifications or other materials provided by Siemens Healthineers to Seller hereunder) are proprietary to Siemens Healthineers, shall be subject to clause 5 (Confidentiality).
- 7.2.3. Information furnished by Seller. Any information furnished to Siemens Healthineers by Seller relating to or because of this Purchase Order shall not be considered confidential unless otherwise agreed to by Siemens Healthineers in a separate written agreement.
- 7.3. Reproduction of Documentation. Siemens Healthineers shall have the right, at no additional charge, to use, reproduce, and/or incorporate in Siemens Healthineers' literature Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Siemens Healthineers of any updated information relative to the foregoing literature and documentation with timely written notice.
8. **INSURANCE.** Seller agrees to maintain the following insurance policies through an insurance carrier possessing at least an A.M. Best Rating of "A-":
- (i) Statutory Workers' Compensation insurance for its employees, including occupational disease coverage, as required in the jurisdiction in which the work is to be performed and Employer's Liability insurance with limits of at least \$1 million bodily injury each accident or illness;
 - (ii) Commercial General Liability insurance, including Goods and completed operations and contractual liability coverage, written on an "occurrence" basis with a combined single limit of at least \$1 million per occurrence and in the aggregate, for bodily injury and property damage liability;
 - (iii) Automobile Liability insurance coverage all owned, non-owned and hired automobiles, with a combined single limit of at least \$1 million per accident for bodily injury and property damage liability (this coverage shall be required if the Seller operates a vehicle to perform work under this Purchase Order on Siemens Healthineers' or Siemens Healthineers' customer's premises); and
 - (iv) Property insurance for loss or damage to property furnished by Siemens Healthineers in an amount equal to the replacement value.

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- (v) Professional Liability and Errors and Omissions Liability Insurance covering acts, errors, omissions arising out of insured's negligence in an amount not less than \$5,000,000 (USD) per occurrence.

Seller's insurance shall be primary and non-contributory to any insurance or self-insurance maintained by Siemens Healthineers, when responding to Seller's obligation to defend and indemnify Siemens Healthineers. Except for (a) above, Seller shall include Siemens Healthineers as an additional insured to the extent claims arise from Seller's activities performed under this Purchase Order. Seller shall furnish a certificate of insurance evidencing the insurance coverage stipulated above and shall provide at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered.

9. TERMINATION.

- 9.1. Termination by Siemens Healthineers. In addition to any rights or remedies stated herein, Siemens Healthineers may terminate the Purchase Order in whole or in part at any time upon Siemens Healthineers' written notice to Seller
 - (i) for any reason at Siemens Healthineers' convenience,
 - (ii) for any default by Seller hereunder (including but not limited to Seller's failure to deliver completed Goods or provide Services within the time specified by Siemens Healthineers), or
 - (iii) in the event Seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.
- 9.2. Labor Law Disputes and Inability to Deliver. In the event of a labor dispute or other contingency or event which affects Seller's ability to deliver the Goods or perform the Services as ordered hereunder, Seller shall immediately notify Siemens Healthineers thereof in writing. Should said dispute, contingency or event, in Siemens Healthineers' reasonable judgment, materially impair the value of this Purchase Order, without prejudice to any other right or remedy, Siemens Healthineers may cancel the delivery of Goods or Services under this Purchase Order.
- 9.3. Transfer of Right and Title. In the event of termination, and upon notice from Siemens Healthineers, all right, title and interest in and to all any portion of material acquired by Seller for the performance of this Purchase Order, work in process and/or completed items or work specified in such notice shall pass immediately to Siemens Healthineers. Siemens Healthineers shall have no liability to Seller for Goods (whether finished or unfinished) that are not readily usable, reusable or saleable.
- 9.4. Substitute Goods. In addition, upon termination under (ii) or (iii) of subsection 9.1 above, Siemens Healthineers may purchase substitute Goods or Services elsewhere or secure the manufacture and delivery of Goods by contract or otherwise, and Seller shall be liable to Siemens Healthineers for any excess costs incurred by Siemens Healthineers.

10. SELLER'S PERSONNEL AND SUBCONTRACTORS.

- 10.1. Background Checks; Drug Testing; Credential Requirements. Upon request from Siemens Healthineers, Seller shall conduct background checks and drug testing of all personnel who will provide Goods or Services under the Purchase Order at any Siemens Healthineers location or customer site, prior to initial assignment and thereafter on an annual basis. Subject to applicable law, such as employee's place of employment, this background check shall include a search of criminal records (including misdemeanors and felonies) in all counties and states of residence of such personnel (including a search of married and maiden names, where applicable), as well as records check of national convictions, for the prior seven (7) year period. Seller shall also search the databases of the General Services Administration (GSA) and the Office of Inspector General (OIG), as well as the Global Watch Alert (GWA) list, to ensure that such personnel are not identified on any such databases. The drug test shall include a 5-panel DOT or a 5, 7 or 10 panel non-DOT drug screen. Seller will not assign an individual to provide services and will remove any such individual from providing Goods or Services hereunder, if the foregoing background checks do not show a clean record or if the drug testing

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shows any positive results. Seller will certify to Siemens Healthineers in writing that such personnel assigned to provide Goods or perform Services have satisfied the background checks and drug testing as described herein. In addition, Siemens Healthineers shall have the right to conduct an audit of the records of the Seller, upon reasonable advance notice to the Seller, to ensure the Seller's compliance with the foregoing. Additional credentialing requirements of Seller (i.e., proof of immunizations and/or tests for immunity for certain diseases, and proof of training documentation) might be required by Siemens Healthineers based on customer requirements.

- 10.2. Seller's Employees. Siemens Healthineers assumes no liability for any bodily injury or property damages caused to a person not an employee of Siemens Healthineers who is injured while on the premises of Siemens Healthineers. The relationship between Siemens Healthineers and Seller is one of independent contractors and nothing herein shall create or imply any relationship or agreement of joint venture, partnership, franchise, or hire. Seller and its employees and agents providing Goods or performing Services hereunder are and will at all times remain qualified and appropriately licensed under all federal, state and local laws, rules and regulations to perform its obligations hereunder. Siemens Healthineers shall have the right to request the removal and replacement of any employee of Seller providing Goods or Services hereunder for any one of the following reasons: (i) gross negligence; (i) inattention to or substandard performance of the Services; (iii) excessive or unexcused absences from work; (iv) insubordination; (v) failure to observe the policies of Siemens Healthineers or Siemens Healthineers' customers while on Siemens Healthineers' or the customers' premises, respectively, and (vi) conduct constituting fraud or dishonesty. Any individual so removed will be promptly replaced by Seller with another individual possessing comparable skills, training and experience. In addition, Seller shall notify Siemens Healthineers within three hours of Seller's termination of employment of any personnel providing Services hereunder at any Siemens Healthineers or customer facility or site, whether voluntary or involuntary; provided, however, that Seller shall provide reasonable prior notice of any scheduled termination or separation.

11. REGULATORY.

- 11.1. Government Contracts. If a government contract number appears on the Purchase Order, this Purchase Order constitutes a subcontract ("**Subcontract**") and the contract between the government and Siemens Healthineers constitutes the prime contract ("**Prime Contract**"). This Subcontract will be subject to the provisions of any Act of Congress or executive order, whether enacted at the time of the Purchase Order or at any time in the future, which provides for the renegotiation of contracts and subcontracts. In this event this Subcontract shall be deemed to contain all the provisions required by such acts.
- 11.1.1. The Seller's records shall be subject to audit by any authorized government representative in accordance with applicable laws and regulations. In the event of termination of the Prime Contract by the government, settlement shall be made in accordance with the provisions thereof. A copy of the termination clause will be made available upon request. These conditions should be incorporated in any purchase order placed by Seller in connection with this Purchase Order.
- 11.1.2. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and apply to the extent indicated. In addition, all FAR clauses required by the U.S. Government by statute, regulation or otherwise to be flowed down to Seller are hereby incorporated into this Subcontract by this reference, whether or not they are explicitly referenced. Unless otherwise provided, the clauses are those in effect as of the date of this subcontract. The following FAR clauses are incorporated by reference where applicable 52.203-13, 52.203-17, 52.203-19, , 52.204-23, 52.204-25, 52.204-27, 52.219-8, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37 52.222-40, 52.222-41, 52.222-50, 52.222-51, 52.222-53, 52.222-54, 52.222-55, 52.222-62, 52.224-3, 52.226-6, 52.232-40, 52.240-1, 52.244-6, and 52.247- 64.

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If the Subcontract is pursuant to a DLA/DoD Prime contract, the following Defense Federal Acquisition Regulation Supplement (DFARS) clauses are also included by reference:

- (i) DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
- (ii) DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
- (iii) DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
- (iv) DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- (v) DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
- (vi) DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
- (vii) DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
- (viii) DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

- 11.1.3. For Subcontracts of \$100,000.00 or more, involving goods or services necessary to the performance of the Prime Contract, the Seller and Seller's subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- 11.1.4. For Subcontracts of \$10,000.00 or more involving goods or services necessary to the performance of the Prime Contract, the Seller and Seller's subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 11.2. Debarment. Seller represents and warrants that neither it, nor any of its employees or agents working on Siemens Healthineers' behalf, has ever been, is currently, or is the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual. Seller further covenants, represents and warrants that if, during the term of this Agreement, it, or any of its employees or agents working on Siemens Healthineers' behalf, becomes or is the subject of any FDA investigation or debarment proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, Seller shall immediately notify Siemens Healthineers, and Siemens Healthineers shall have the right to immediately terminate this Agreement. This provision shall survive termination or expiration of this Agreement.
- 11.3. Seller's Certification. The Seller certifies that the Goods, Services or other materials, parts and/or equipment supplied under this Purchase Order shall fully comply with all applicable Federal, State and local laws, regulations, rules and ordinances, including, without limitation, the requirements of the Occupational Health and Safety Act of 1970 (Nationally Recognized Testing Laboratory approvals, occupational health and safety), as amended, National Electrical Code (NFPA 70), Atomic Energy Act of 1954 (licensing, decommissioning, certification), as amended, the Clean Air Act of 1963 (CFCs/HFCs, on road/nonroad vehicle standards, asbestos), as amended, Federal Water

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Pollution Control Act of 1948 (stormwater management), as amended, Resource Conservation and Recovery Act of 1976 (solid/hazardous waste), as amended, Toxic Substances Control Act of 1976 (PCBs, asbestos, lead-based paint), as amended, Federal Insecticide, Fungicide, and Rodenticide Act of 1947, as amended, Fair Labor Standards Act of 1938, as amended, Workplace Safety Insurance Board (or other similar body), and the regulations issued pursuant to said Acts or in connections therewith. The Seller further certifies that it follows Good Manufacturing Practices and quality regulations to the extent applicable, including the Federal Food, Drug, and Cosmetic Act of 1938, as amended. Seller shall notify Siemens Healthineers within 30 days of any changes in safety or quality certification status. Acceptance by the Seller of this Purchase Order shall constitute such certification of compliance with all of the foregoing.

- 11.4. Requirements For Country Of Manufacture Marking And Other Documentation. Seller is required to have all subassemblies and end products legibly and permanently marked with the country of manufacture in a conspicuous place, as the nature of the article will permit, in accordance with U.S. Customs regulations. If any portion or part of the Goods purchased under this Order is manufactured outside the United States of America, Seller is required to submit an affidavit to Siemens Healthineers at least thirty (30) days prior to the first time any of the Goods are shipped, stating with respect to each Good the percentage of costs attributable to each foreign country of manufacture. Any item received by Siemens Healthineers not properly marked or missing said affidavit may, at Siemens Healthineers' option, be either (i) rejected in whole or in part, or (ii) accepted, with Siemens Healthineers correcting any marking deficiencies based on Seller's data. If Siemens Healthineers takes steps to correct the marking, Seller shall reimburse Siemens Healthineers for any reasonable costs incurred in connection with the same.
- 11.5. Drawback. Upon request, Seller agrees to complete the required information from CFR 190.19 Transfer of Merchandise. As appropriate retain substantiating documentation pursuant to 19 USC Section 1313.
- 11.6. Supply Chain Security For International Orders. As Siemens Healthineers is a participant in US Customs & Border Protection C-TPAT trade security program, Seller should recognize the guidelines located at: <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat-customs-trade-partnership-against-terrorism/apply/security-criteria>. If it is determined that pursuant to this order un-manifested merchandise is inadvertently intended for delivery to the US, Siemens Healthineers should be notified immediately.
- 11.7. Export Control And Foreign Trade Data Regulations. Seller shall comply with all applicable export and import restrictions, customs and foreign trade regulations ("**Foreign Trade Regulations**") in relation to all Services to be provided and/or all Goods to be delivered according to the Purchase Order. Seller shall advise Siemens Healthineers in writing as early as possible but not later than 2 weeks prior to the Delivery Date of any information and data required by Siemens Healthineers to comply with all Foreign Trade Regulations for the Goods and Services applicable in the countries of export and import as well as re-export in case of resale, including without limitation: (i) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product/Service is subject to the U.S. Export Administration Regulations; and (ii) all applicable export list numbers; and (iii) the country of origin (non-preferential origin); and, upon request of Siemens Healthineers, documents to prove the non-preferential origin; and (iv) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and (v) the preferential country of origin, and, upon request of Siemens Healthineers, documents pursuant to the requirements of the applicable preferential law to prove the preferential origin (e.g. supplier's declaration). Seller shall be liable for any expenses and/or damage incurred by Siemens Healthineers due to any breach of the obligations according to this clause, unless Seller is not responsible for such breach.
- 11.8. Reservation Clause. Siemens Healthineers shall not be obligated to fulfill any obligation under the Purchase Order if its performance is impeded because of any national or international foreign trade or customs requirements or any embargoes or other sanctions unless Siemens Healthineers was or should reasonably have been aware of such

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requirements at the time of entering into the Purchase Order.

- 11.9. Access Clause. By acceptance of this Purchase Order, Seller agrees to abide by the requirements of Section 952 of the Omnibus Reconciliation Act of 1980 and the related regulations, if applicable, providing, upon written request, reasonable access to Seller's books and records to the extent necessary to permit a duly authorized representative of the U.S. Government to evaluate the nature and extent of fees and expenses hereunder.
- 11.10. Regulatory References. All references to the Code of Federal Regulations (CFR) or Federal Acquisition Regulation (FAR) clauses refer to the version in effect as of the date of the Purchase Order.

12. CORPORATE RESPONSIBILITY.

- 12.1. Code of Conduct. In addition to the commitments set out in the Purchase Order, Seller commits to comply with the principles and requirements of the Code of Conduct for Siemens Healthineers Suppliers and Third-Party Intermediaries. Seller will provide Siemens Healthineers, within a reasonable time after such request, with a written self-assessment as reasonably required by Siemens Healthineers. Siemens Healthineers or a third party appointed by Siemens Healthineers may on reasonable notice carry out data (audits) on Seller's premises to verify compliance with the Code of Conduct. Seller will use reasonable efforts to forward the contents of the Code of Conduct to its suppliers and to convince them to meet the principles and requirements of this Code of Conduct. A copy of the Code of Conduct for suppliers is available here <https://go.siemens.com/18740007>. In addition to any other rights and remedies Siemens Healthineers may have, Siemens Healthineers may terminate this Purchase Order if Seller is in breach of these obligations; provided, however, if the breach is capable of remedy, Siemens Healthineers' right to terminate shall be subject to Seller's remedy of such breach within a reasonable cure period established by Siemens Healthineers.
- 12.2. Applicable Executive Orders. The Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, any other valid executive order issued after the date of this Agreement, and any amendments thereto or regulations thereunder, are incorporated herein by reference.
- 12.3. Improper Payments, Kickbacks, Gift, Gratuities, Etc. In fulfilling the terms of this Purchase Order, Seller shall not make payment of any salary, fee, commission or compensation of any kind, or grant any gift or gratuity of any kind, either directly or indirectly, to any officer, director, employee, agent or representative of Siemens Healthineers. In the event Seller violates the terms of this section, then all payments due Seller under this Purchase Order shall be forfeited, and Siemens Healthineers shall have the right to immediately terminate this Purchase Order.
- 12.4. Quality.
- 12.4.1. If the signing entity is Varian Medical Systems, Inc., the Purchase Order is subject to the quality requirements at <https://www.varian.com/de/about-varian/suppliers/varian-supplier-quality-requirements>.
- 12.4.2. If the signing entity is either Siemens Medical Solutions USA, Inc., or Siemens Healthcare Diagnostics Inc., the following applies: Seller shall maintain a quality assurance program that complies with 21 C.F.R. § 820, FDA Quality System Regulations. Siemens Healthineers may require Seller to agree to a separate Quality Assurance Agreement applicable to the Services or Goods provided hereunder. In addition, the terms available here <https://www.siemens-healthineers.com/en-us/customer-services/supplier-standards> apply.

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13. ENVIRONMENTAL PROTECTION AND HAZARDS ASSOCIATED WITH THE GOODS

- 13.1. No Prohibited Substances. The Goods or other materials, parts and/or equipment supplied under this Purchase Order, and their packaging shall not contain any substance prohibited or exceeding concentration limit for the respective applications, as well as meet requirements for energy efficiency, recycling, and disposal pursuant to Federal, State, local and international regulations applicable at the registered seat of Seller or Siemens Healthineers or Siemens Healthineers' customer (if known to the Seller). Seller shall provide declaration of conformity or other information upon request of Siemens Healthineers, and mark, label and/or provide other clear and reasonable warnings as required pursuant to such regulations. If Goods are to be delivered into a country where the Directive 2011/65/EU ("**RoHS**") applies, the Goods shall not contain any substance prohibited or exceeding the concentration limits for the respective applications pursuant to RoHS. The Goods, irrespective of whether the Goods are an electrical or electronic equipment within the meaning of the RoHS, shall not contain any substance prohibited or exceeding concentration limit(s) for the respective applications pursuant to RoHS.
- 13.2. Notification. Seller hereby agrees to notify Siemens Healthineers in writing of any inherent hazard related to the Goods being purchased herein that would expose the hazard during handling; transportation; storage; use; service and maintenance; resale, disposal; or scrap. Said notice shall specify: the product name and part number; the nature of the hazard; proper precautions that must be undertaken by Siemens Healthineers or others; and any additional information that Siemens Healthineers should reasonably know to protect its people and interests. For hazardous chemicals, provision of a 16-section safety data sheet in English, consistent with the UN Globally Harmonized System of Classification and Labeling of Chemicals ("**GHS**"), is required to be provided to Siemens Healthineers. Goods or other materials, parts and/or equipment that are capable of posing an unreasonable risk to health, safety, and property when transported in commerce must be identified as dangerous goods and such risks posed by the product reduced via proper packaging, hazard marking/labeling/communication, handling, and stowage. To the extent such Goods or other materials, parts and/or equipment supplied consist of, contain, or are packaged with lithium batteries, such batteries will meet the provisions of the UN Model Regulations on the Transport of Dangerous Goods Chapter 2.94 and meet the requirements of each test of the Manual of Tests and Criteria Part III sub-section 38.3; lithium battery test summaries for such Goods shall be provided to Siemens Healthineers upon request. In addition, any Lithium-Ion Batteries (stand-alone lithium-ion batteries, UN3480) will not be shipped to Siemens Healthineers or to any Siemens Healthineers Customers at a state of charge greater than 30% of their rated design capacity in accordance with IATA (International Air Transport Association) Packing Instructions.
- 13.3. Facilities Of Siemens Healthineers Or Its Customers. When Seller has access to Siemens Healthineers' premises, or to the premises of any customer of Siemens Healthineers, Seller will provide information to Siemens Healthineers about hazards associated with Seller work being conducted. In addition, Seller and Seller's sub-contractors shall comply with Siemens Healthineers' policies as stated in Siemens Healthineers' most current edition of "*Environmental, Health, Safety and Security Compliance Guidelines for Contractors*", which can be accessed through the link <https://www.Siemens-Healthineers-healthineers.com/en-us/customer-services/supplier-standards>, as well as any provided applicable Siemens Healthineers/Customer site- or task-specific EHS requirements, applicable specialized rules and instructions based on the areas that the Seller and seller's sub-contractors will go into and what tasks they will perform. Seller will promptly notify Siemens Healthineers of any significant environmental, health or safety incident, or injury/illness, occurring on such premises.

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14. MISCELLANEOUS.

- 14.1. Governing Law. The rights and obligations of the parties hereunder shall be governed by the law of the Commonwealth of Pennsylvania for Purchase Orders issued by Siemens Medical Solutions USA, Inc., by the law of the State of New York for Purchase Orders issued by Siemens Healthcare Diagnostics Inc., and by the law of Delaware for Purchase Orders issued by Varian Medical Systems, Inc. in each case, without regard to conflicts of laws or principles. For international purchases delivered to or for use in the United States, the U.N. Convention on the International Sale of Goods is specifically excluded. The parties submit any claim or action to the exclusive jurisdiction of the courts in the states where governing law is indicated above. Subject to applicable law, each party waives its right to a trial by jury in any such proceeding.
- 14.2. Publicity. Seller shall not make any news release or public announcement regarding this Purchase Order or its dealings with Siemens Healthineers without the prior written consent of Siemens Healthineers.
- 14.3. Assignment. Seller may not assign any rights nor delegate or subcontract any duties under this Purchase Order without the prior written consent of Siemens Healthineers; except that Seller may enter into (i) subcontracts for purchases of parts and supplies, and (ii) subcontracts for commercial products. Notwithstanding the foregoing, the right to receive monies due or to become due hereunder may be assigned by Seller, upon prior written approval of Siemens Healthineers. Siemens Healthineers may assign or otherwise transfer this Purchase Order, in whole or in part, to a subsidiary or affiliate, or a purchaser or transferee of substantially all of the assets used by Siemens Healthineers in its business to which this Purchase Order relates upon written notice to Seller. Whether or not assigned, all payments shall be subject to setoff or recoupment for any present or future claims that Siemens Healthineers may have against Seller.

END OF TERMS AND CONDITIONS