

Special Terms for SOMATOM On.site (MSU)

(Version: 10.03.2025)

These Special Terms for SOMATOM On.site (MSU) govern the delivery of a SOMATOM On.site CT Scanner in addition to (i) the Commercial Form and (ii) the General Terms and the Supplemental General Terms (together "Terms") the event of the sale of a SOMATOM On.site CT. These Special Terms for SOMATOM On.site (MSU) shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

- 0.1. "Confidential Information" shall, in addition to Section 0.5. of the General Terms, include the product-specific instructions for installing and operating the SOMATOM On.site (MSU) which is considered User Documentation in the sense of Section 0.22. of the General Terms.
- 0.2. "Deliverable" in the sense of Section 0.9. of the General Terms means a SOMATOM On.site CT Scanner.
- 0.3. "MSU vehicle" means a relocatable device such as an EMS vehicle, container, or trailer into which the Deliverable is integrated.
- 0.4. "Integrator" means the marketer of a MSU vehicle purchased by Customer based on a separate purchase contract. If Integrator is identical to Customer, these Special Terms for SOMATOM On.Site (MSU) apply accordingly.

1. Delivery, Transfer of Risk, Acceptance

- 1.1. Customer shall inform Siemens Healthineers of the place of delivery at least one month prior to the planned delivery.
- 1.2. Insofar as Siemens Healthineers delivers the Deliverable to the Integrator instead of to the Customer in accordance with the agreement, the risk of accidental loss and accidental deterioration of the Deliverable shall pass to Customer upon (deemed) delivery to the Integrator.
- 1.3. If the Customer or the Integrator does not accept the Deliverable on the agreed delivery date, even though Siemens Healthineers has offered to provide it, or unilaterally postpones the delivery of the Deliverable, the Deliverable shall be deemed to have been accepted on the agreed delivery date and Siemens Healthineers shall store and insure it at the Customer's risk and expense, unless the failure or postponement of the Customer or the Integrator was caused by Siemens Healthineers.
- 1.4. Defects that are identified during the acceptance procedure or acceptance testing, but which affect the MSU vehicle only, shall not prevent acceptance of the Deliverable.

2. MSU vehicle Selection and Preparation, Preparatory Work, Installation and Operation of the Deliverable

- 2.1. Customer is responsible for the careful selection of a suitable MSU vehicle. The technical requirements relevant to the selection with regard to the Deliverable (such as operating parameters) are set forth in the product-specific instructions for installing and operating the SOMATOM On.site (MSU) as well as in the other User Documentation (in particular the Instruction for Use). Compliance with these requirements must be ensured by Customer.
- 2.2. Customer is responsible for the preparation of the MSU vehicle. Customer shall ensure that such preparation is carried out and monitored in compliance with Siemens Healthineers requirements, the applicable statutory provisions (e.g., X-ray Ordinance, Radiation Protection Ordinance) and the generally recognized technical rules (e.g., VDE regulations, DIN standards). Customer may only commission expert companies to carry out and monitor the preparation. Furthermore, Customer is responsible for ensuring that the preparation is duly completed at the agreed time.
- 2.3. Customer is responsible for ensuring that the lighting, ventilation, air conditioning, mounting facilities, MSU vehicle stability, power- and telecommunication connections, and all necessary radiation shielding, and other radiation related requirements comply with the applicable laws and regulations.

- 2.4. Customer is responsible for laying of power lines, the wiring and laying of cables for the transmission of digital information which are not part of the Deliverable, the installation of fuse boxes, switches (e.g., fault-current, emergency cut-off switches), transformers with isolated windings, the installation of cable ducts, according to the product-specific instructions for installing and operating the SOMATOM On.site (MSU) and the drawings provided by the Integrator; the same applies for the production and fitting of special structures for attaching equipment to ceilings, false ceilings, floors and walls.

If union action or influence requires union labor to complete any installation of Hardware, then such installation shall be completed at Customer's expense under the engineering supervision of Siemens Healthineers.

- 2.5. The Deliverable is generally delivered by truck. Customer shall ensure unrestricted accessibility of transport routes at Customer's or Integrator's site and the provision of special means of transport (e.g., mobile crane) if their use is required.
- 2.6. Customer is responsible for ensuring that the Deliverable is properly installed - particularly properly attached/anchored in the MSU-vehicle - and operated. This includes the installation of a sensor in accordance with the product-specific instructions for installing and operating the SOMATOM On.site (MSU) as well as the other User Documentation (in particular the Instruction for Use), in order to be able to check the forces applied to the Deliverable. After forces of more than 1.2 g for a period longer than 30 ms have been applied to the Deliverable, Customer is responsible for ensuring that the Deliverable is no longer operated. Upon explicit request, Customer shall provide Siemens Healthineers with the sensor's records.

The further technical requirements relevant for installation and operation (such as operating parameters) can be found in the product-specific instructions for installing and operating the SOMATOM On.site (MSU) as well as in the other User Documentation (in particular the Instruction for Use). Compliance with these requirements must be ensured by Customer.

- 2.7. In the event of subcontracting the selection of the MSU vehicle and/or the installation services and/or the operation of the Deliverable, Customer shall be responsible for the careful selection and supervision of the subcontractor(s) and shall remain responsible for compliance with the requirements set forth in the product-specific instructions for installing and operating the SOMATOM On.site (MSU) and set forth in any other User Documentation. Customer is responsible for all acts and omissions of such subcontractor(s).

3. Responsibilities in Connection with Boarder Crossing

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

- 3.2. Customer is responsible for ensuring that the Deliverable is installed, operated, and maintained in accordance with the applicable regulatory requirements for medical devices in the country in which Customer is located or, if applicable, that it may be marketed, operated, and maintained in any other country to which the Deliverables may subsequently be transported. Furthermore, Customer is responsible for ensuring that no applicable laws are violated at the location where the Deliverable is located, e.g., by establishing a remote connection to Siemens Healthineers.
 - 3.3. In case a claim or suit is brought against Siemens Healthineers or any of its Affiliates by an authority or a third party due to the non-conformity of the Deliverable with the applicable regulatory requirements for medical devices in a country other than the country, in which Customer is located, Customer will indemnify and hold harmless Siemens Healthineers, its Affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including reasonable attorney's fees and expenses) in connection with Customer's noncompliance with this Section 3. Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.
- 4. Confidentiality**
- 4.1. In addition to Section 6. of the General Terms, Customer is entitled to disclose the product-specific instructions for installing and operating the SOMATOM On.site (MSU) to employees of the Integrator/subcontractor(s), if and to the extent that they have a legitimate interest in the disclosure (e.g. because they are entrusted with the selection of a suitable MSU vehicle or the performance of installation services) and who have been bound to confidentiality prior to disclosure in writing to an extent no less stringent than the obligations imposed by Section 6 of the General Terms.
- 5. Warranty**
- 5.1. Unless otherwise agreed, Siemens Healthineers is exclusively obliged to provide the Deliverable in the country, in which Customer is located, without infringing the intellectual property rights and copyrights of third parties. Siemens Healthineers assumes no further warranty for the absence of legal defects in the Deliverables.
 - 5.2. In addition to the provisions of Section 4.6. of the Supplemental General Terms, Siemens Healthineers does not warrant any Defect based on or related to (i) external influences on the Deliverable (e.g., movements of the MSU vehicle), and (ii) Customer's failure to properly select and prepare the MSU vehicle for installation or operation of the Deliverable.
 - 5.3. Increased expenses for remedying a Defect resulting from the fact that the Deliverable was subsequently taken to a country other than the country, in which Customer is located, shall be borne by Customer, unless this corresponds to the intended use of the Deliverable by Customer).
- 6. Resale of Deliverables**
- 6.1. If Customer resells or otherwise transfers the Deliverable to a third party (including end users), Customer shall ensure that the third party complies to any usage restrictions and technical requirements for the operation of the Deliverable inside or outside the MSU vehicle (as the case may be).
 - 6.2. In addition, Customer shall enter into appropriate agreements with such third party to ensure that the third party is bound by all rights and obligations as well as by all restrictions that apply to Customer under this Agreement. In this context, Customer shall in particular ensure that the third party agrees to the establishment of a remote connection from Siemens Healthineers to the Deliverable by agreeing with the third party that the Remote Connection Terms of Siemens Healthineers or similar terms and conditions that create an equivalent level of rights and obligations apply and that Customer obtains the third party's written consent that Siemens Healthineers' liability does not exceed the scope and limits of liability agreed upon in this Agreement.
- 6.3. Customer shall indemnify, defend and hold Siemens Healthineers harmless from any claims which could not have been brought forward if Customer had complied with its obligations under Sections 6.1. and 6.2.