

In-Vitro Diagnostics Terms (“IVD-Terms”) - Business Partner

(Version: 20.11.2025)

These IVD-Terms govern the provision of products of the in-vitro diagnostic portfolio (“IVD-Deliverables”) distributed by Siemens Healthineers and related services in addition to (i) the Commercial Form and (ii) the General Terms – Business Partner and the Supplemental General Terms – Business Partner (together “Terms”). These IVD-Terms shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

Wherever the following terms are used in the Terms, when applied in relation to IVD-Deliverables and related services, they shall be interpreted and understood to have the meaning ascribed to them herein.

- 0.1. “Business Model” means the combination of Deliverables, pricing method and invoicing concept defined in the Commercial Form.
- 0.2. “Customer Commitment” means a minimum purchase commitment, a minimum order volume commitment, or a similar commitment of Customer as may be included in the Commercial Form.
- 0.3. “Defect” means, for Hardware, any defect in material or workmanship or non-conformance with the Specifications; for Software and IVD-Consumables, any failure to perform substantially in accordance with the Specification or a statement of work; and, for Services, any failure to perform the Services in a professional, competent, and businesslike manner.
- 0.4. “IVD-Consumables” means any Deliverable that is intended for consumption in the course of the processing of samples. It includes reagents, calibrators, controls, system fluids and all other consumables delivered by Siemens Healthineers.

1. Siemens Healthineers owned Hardware

If the Business Model includes End Customer’s use of Hardware and/or IVD-Consumables owned by Siemens Healthineers, rather than purchased by Customer, the following applies:

- 1.1. Unless explicitly agreed otherwise, Hardware provided by Siemens Healthineers for the processing of samples at End Customer’s premises remains in Siemens Healthineers ownership. Payment by Customer or End Customer of any monies relating to the possession or use of such Hardware fees does not give rise to a claim to transfer ownership to Customer or End Customer. Siemens Healthineers is entitled to transfer ownership to Hardware located at End Customer’s premises at any time to any third party in its sole discretion.
- 1.2. Customer undertakes to ensure that (i) the Hardware is operated solely for End Customer’s business purposes and own use and in accordance with the User Documentation, (ii) the Hardware is kept in good repair, condition and working order, ordinary wear and tear excepted, (iii) only currently trained personnel will operate the Hardware, (iv) all operator routine maintenance for Hardware is carried out in accordance with the User Documentation, (v) the Hardware is not relocated, taken out of operation permanently or modified without the prior written consent of Siemens Healthineers, (vi) Siemens Healthineers is informed without undue delay of functional errors or damage to the Hardware and (vii) Siemens Healthineers and its agents are provided reasonable access to inspect the Hardware. Any costs arising from non-adherence to the above undertaking, improper use, neglect, accidents, interventions, modifications or repairs of the Hardware without Siemens Healthineers’ prior consent shall be borne by Customer.

- 1.3. Siemens Healthineers may, but is not obligated to, require the retrofitting of components or the implementation of changes to the Hardware, e.g. to improve reliability, at End Customer’s premises in its discretion, provided that such changes do not prevent Siemens Healthineers’ ability to comply with its contractual obligations and do not adversely affect performance. To the extent that any such measures are to be implemented by Siemens Healthineers onsite, Customer shall use its best endeavors to ensure Siemens Healthineers’ reasonable access to End Customer’s premises.

- 1.4. shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against Siemens Healthineers’ owned Hardware by any individual or entity other than Siemens Healthineers or its assignees. Customer shall inform Siemens Healthineers immediately of any circumstances that may impact Siemens Healthineers’ title and rights to its Hardware, including loss, destruction, other loss of value, seizure or assertion of rights by any third party, End Customer’s insolvency or any proceeding under bankruptcy or similar laws is initiated by or against End Customer.

- 1.5. Customer is liable for insurable damage to the Hardware at premises controlled by End Customer and shall accordingly maintain (i) all risk property insurance, including fire, tap water, storm and natural hazards, covering the Hardware up to the replacement cost value, except for ordinary wear and tear, and (ii) a commercial general liability insurance including contractual liability, with a combined single limit of at least \$1,000,000 covering any potential liability of Customer towards Siemens Healthineers under the Agreement. The insurance required herein shall be primary and non-contributory to any insurance maintained by Siemens Healthineers. Siemens Healthineers shall be provided at least 30 days’ prior written notice if the required insurance is cancelled or materially altered.

- 1.6. Siemens Healthineers may terminate this Agreement for material breach pursuant to Section 9 of the General Terms – Business Partner in the event of Customer’s non-compliance with its obligations under Section 1.1 – 1.5.

- 1.7. Upon expiration or termination of the Agreement, Customer shall permit and shall, using its best endeavors, ensure that End Customer permits Siemens Healthineers to enter Customer’s premises and recover possession of any Hardware owned by Siemens Healthineers.

2. Warranty

The warranty provisions of the Terms shall apply with the following exceptions: (i) in relation to Section 4.1 of the Supplemental General Terms – Business Partner, Siemens Healthineers warrants that perishable Deliverables are free from Defects before the expiration date appearing on the applicable packaging, (ii) in addition to the reasons stated in Section 4.6 of the Supplemental General Terms – Business Partner, the warranty shall also not apply to conditions resulting from Customer’s storage of Deliverables not in accordance with the User Documentation or from operation of Deliverables outside specified environmental parameters.

3. Ordering, Delivery and Payment

- 3.1. Unless stated otherwise in the Commercial Form Siemens Healthineers will ship all Deliverables to Customer’s address specified in the Commercial Form as per the delivery terms (Incoterms® 2020), subject to a minimum single order volume of [xx]. In the following cases Siemens Healthineers may charge additional administrative fees:

- (i) small quantity surcharge as stated in the Commercial Form per order below the minimum single order volume,
 - (ii) early deliveries, if explicitly ordered by Customer, of the value stated in the Commercial Form per delivery.
 - (iii) orders not received via Siemens Healthineers' electronic ordering tools (e.g. <https://shop.healthcare.siemens.com>), such as via telephone or telefax, of a value per order as stated in the Commercial Form.
 - (iv) all special deliveries outside of Siemens Healthineers' routine shipment schedules, based on cost per additional kilometer.
- 3.2. Siemens Healthineers may choose the delivery route and shipment method in its sole discretion. Customer shall bear all additional costs caused by a shipment request deviating from Siemens Healthineers' standard shipping practices or policies.
- 3.3. Siemens Healthineers may suspend all deliveries if the Customer is in arrears with its payment obligation.
- 3.4. If due to objective circumstances, such as repeated or continuous failure by Customer to make payment when due, Siemens Healthineers has reasonable doubt as to Customer's ability to make payments, Siemens Healthineers may condition the provision of any Deliverables to pre-payment by the Customer.
- 3.5. If Customer's performance for the period under review is insufficient to achieve the Customer Commitment, Siemens Healthineers, in addition to such other rights as are available, reserves the right to compensate for the failure to achieve the Customer Commitment by taking one or more of the following actions: (i) immediately implementing a price increase for any and all Deliverables for any subsequent period and/or (ii) invoicing Customer for the difference between Customer's amounts actually paid and the amounts payable if the Customer Commitment would have been achieved, and/or (iii) extending the term of the Agreement for as long as necessary to make up the shortfall, and/or (iv) in the event of a substantial failure to achieve the Customer Commitment, terminating the Agreement for material breach pursuant to Section 9 of the General Conditions – Business Partner and recovering the shortfall. The above remedies shall not apply to the extent the failure to comply with the Customer Commitment is attributable to Siemens Healthineers as documented on a case-by-case basis by Customer and confirmed by Siemens Healthineers.

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- 2.1. Unless stated otherwise in the Commercial Form Siemens Healthineers will ship all Deliverables to Customer’s address specified in the Commercial Form as per the delivery terms (Incoterms® 2020) specified therein, subject to a minimum single order stated in the Commercial Form. In the following cases Siemens Healthineers may charge additional administrative fees:
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