

GENERAL TERMS AND CONDITIONS OF SALES

HASELMEIER INDIA PRIVATE LIMITED ("Haselmeier")

These terms and conditions can be found at www.haselmeier.com

1. The Contract

The following terms and conditions of sales ("Terms"), together with such terms as are set forth on the face of Haselmeier's ("Seller") Quotation, or Order Confirmation, such plans, specifications or other documents as are incorporated by reference on the face of Seller's Quotation, or Order Confirmation and such additional terms as are approved in writing by Seller, shall constitute the entire contract ("Contract") between the Parties, and all prior negotiations, proposals, and writings pertaining to this Contract are superseded hereby. Any conflicting terms and conditions of the Customer shall hereby be rejected to their fullest extent without requiring any specific or additional statement of rejection.

The Contract shall consist of the following documents, whereby, in the event of any contradictions or inconsistencies, the following order of precedence shall apply:

- (a) Order Confirmation issued by the Seller;
- (b) Seller's quotation;
- (c) Seller's system drawings, if any;
- (d) Seller's specifications;
- (e) Written order placed by the Customer;
- (f) These General Terms and Conditions of Sales.

Herein, Seller and Customer may be individually referred to as the "Party" or collectively as the "Parties" as required by context.

If a written contract signed by both Parties is in existence covering the sale of the Products and Services will be covered by the terms and conditions of the said contract.

This Contract shall be binding on the Parties upon the issuance of the Order Confirmation by the Seller.

This Contract, together with the exhibits, schedules and attachments specifically referenced herein, embodies the entire agreement and understanding between Seller and Customer and, except as otherwise specifically stated herein, there are no other contracts, agreements, and understandings either oral or written between Seller and Customer. No addition to, or waiver, alteration, or modification of the Contract shall be valid unless made in writing signed by an authorized representative of each of the Parties.

2. Title & Delivery

All orders will be shipped by Seller's preferred shipping method/carrier unless otherwise specified by Customer. Unless otherwise mutually agreed, all orders will be shipped ex-works Seller's facility. Title to the products to be delivered by the Seller ("Products") shall be transferred to the Customer upon Seller's receipt of the sales price in full. Customer shall bear the risk of loss or damage to the Products upon delivery. The term "delivery" shall be construed in accordance with INCOTERMS 2020.

With respect to the services rendered by Seller under a Contract ("Services"), Customer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Customer's premises, and such

office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Contract; (iii) provide such Customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Prices & Taxes

Except as otherwise agreed in writing Seller's prices are net prices and are exclusive of any associated additional costs, including (but not limited to) charges for freight, packing, carriage, customs duties or taxes. Customer and Seller shall each be responsible for the payment of their own respective foreign, federal, state, and local taxes, license fees, tariffs or other governmental charges (collectively "Charges") assessed or payable by law by such Party in connection with an order. Any such Charges attributable to Customer which Seller may be obligated to collect shall be added to the Seller invoice as a separate charge. To the extent applicable, Customer may provide a valid sales or other tax exemption certificates, which will be accepted by Seller.

4. Acceptance of Goods

Upon receipt of all shipments, Customer shall inspect the shipment and confirm quantities and kind of Products enclosed. All shipments of orders shall be deemed to include the correct quantity of the Product ordered and the correct type of Product unless the Customer delivers written notice to Seller of any deficiencies or missing items within seven (7) days of receipt of the shipment.

All sales are final. No Product may be returned to Seller without prior written authorization of Seller. Shipping charges on all authorized returns are the sole obligation of Customer.

5. Terms of Payment

The sales price for the Products shall be payable within 30 days after the date of invoice and shall be paid in the invoiced currency.

In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the Customer and shall receive reimbursement for its proper cancellation charges and expenses. Seller's rights under this paragraph are in addition to all rights available to it at law or in equity. Any late payments shall bear interest from the due date at a rate equal to one and one-half percent per month or the maximum allowed by law. If a Customer fails to pay any charges when due or otherwise defaults on its obligations, then Customer shall pay all costs and attorneys' fees incurred by Seller in pursuing past due payments and Seller shall have the right to terminate this Contract immediately upon such nonpayment or default or to suspend all work in addition to any other rights or remedies that Seller may have under the contract or at law or in equity. Seller reserves the right to suspend all work in addition to any other rights or remedies Seller may have under the contract or at law or in equity.

6. Force Majeure

Customer and Seller shall each be excused from the performance of their respective obligations under this Contract when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond its control, including, but not limited to, fire, explosion, acts of terrorism, strike or labor dispute, transport difficulties, raw material shortages or any act or omission of any governmental authority or any group purporting to have authority (separately and collectively referred to as "Force Majeure"). To be so excused, the affected Party must provide prompt written notice of such Force Majeure to the other party and promptly undertake reasonable efforts to mitigate the conditions giving rise to a claim of Force Majeure.

In the event of an act of force majeure, the delivery date shall be extended for the duration of the delay caused by said act of force majeure. Should the condition of force majeure exceed ninety (90) continuous days, both Customer and Seller may terminate the affected order or part thereof upon (7) seven days prior written notice.

7. Customer's Responsibility

Customer accepts its sole responsibility for fulfilling the fundamental regulatory requirements for placing the Product on the market as well as for ensuring the suitability of the Products for their intended purpose, in particular with regard to user needs, clinical effectiveness as well as Products' compatibility with the Customer's medicinal product, specifically its physical and chemical properties (e.g., viscosity, density, solvent content, etc.). Customer is responsible to ensure proper labelling and packaging of the final medical device or combination product using said Products. Customer shall be obliged to instruct its customers and the end users with regard to the properties, the use and the risks of the Products in a legally compliant manner.

If the Products are integrated as parts or accessories in medical or medicinal products within the meaning of the respective applicable law, or should they be combined with medical or medicinal products, it shall be the Customer's sole responsibility to fulfil any and all regulations associated with such medical or medicinal products. The Customer shall particularly bear the sole responsibility for fulfilling the obligations towards its customers, end users, patients and government authorities.

The Customer shall be responsible for obtaining approval for clinical and/or commercial use of the Products, before the Products are ultimately placed on the market. The Customer shall be responsible for the release and distribution of the Product. The Customer agrees to negotiate and sign a Quality Technical Agreement with the Seller to further detail quality and regulatory obligations for both parties before the Products are delivered to the Customer to be ultimately placed on the market.

Customer shall forthwith indemnify, release and hold harmless the Seller, including its affiliates and their directors, officers and employees from any claims asserted by third parties for damages, costs and expenses (including legal fees) in connection with the further processing and use of the Products, the Products' integration in or their combination with medical or medicinal products or with any other products, or in association with the distribution, marketing, sale and use of the end products. In the event that by a final and binding judgment of a court of competent jurisdiction, the Seller is held liable in accordance with the applicable product liability laws, the Customer shall be responsible and obligated to bear the said liability without any recourse to liability upon the Seller.

Customer shall be obligated to include the Seller in its liability insurance policy for damages associated with the Products to the extent of the indemnification pursuant to this Section 7, which is to be combined with a waiver of subrogation and regress to the benefit of the Seller. Upon request, proof of said insurance cover is to be certified in the manner customary for the trade.

8. Ownership of Intellectual Property

Customer and Seller each acknowledge and agree that nothing in this Contract is intended to grant any rights to the intellectual property or technology of the other Party, and neither Customer, nor Seller, shall acquire any right, title or interest in or to any intellectual property (including, without limitation, patents, copyrights, trademarks, know how, drawings, designs, formulae, specifications, disclosures, process technology, plans, models, manufacturing methods and processes, trade secrets and all other technology) of the other Party. All discoveries, inventions, developments, improvements and techniques pertaining to Seller's Products (whether capable of patent or like protection or not) which Seller, or employees, agents or subcontractors of Seller may conceive or make, alone or with others, and which may directly or indirectly result from or in the performance of the work by Seller, shall be the sole and absolute property of Seller.

The Customer further acknowledges and agrees that:

- (i) all intellectual property (including, without limitation, patents, copyrights, trademarks, know how, drawings, designs, formulae, specifications, disclosures, process technology, plans, models, manufacturing methods and processes, trade secrets and all other technology) used or embodied in the Products are and shall remain sole property of the Seller or an affiliate thereof;
- (ii) any use of such intellectual property rights by the Customer must be approved in writing in advance by the Seller; and
- (iii) the Customer shall not dispute or challenge the Seller's rights on any such industrial property rights in any way.

9. Confidential Information

All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

10. Representation and Warranty

A. PRODUCTS. Seller warrants that Seller Products will be free from defects in material, workmanship and design (if of Seller's design) for a period of (i) two (2) years from the date of delivery or (ii) one (1) from the first use of the Product by the patient, whichever of (i) and (ii) is the earlier. Seller shall replace and/or

repair (whichever remedy is appropriate) any nonconformity or defect in the Seller Products which occurs during the warranty period. Any repaired or replacement Products shall be warranted for a period of one (1) year from the date that the repair is completed or the replacement is provided. This warranty by the Seller is exclusively for the benefit of the Customer and cannot be transferred or assigned.

SELLER'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED, AT SELLER'S SOLE DISCRETION, TO EITHER (i) THE REPAIR OR REPLACEMENT OF THE NONCONFORMING PRODUCT, OR (ii) PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED.

B. SERVICES. Seller warrants it shall perform any services in a good and workmanlike manner consistent with applicable industry standards and practices. Should any failure to conform to this warranty appear within one (1) year from the date of completion of the services, Seller shall, in complete fulfillment of its liabilities under this warranty, correct at its own expense by repair, replacement or reperformance any nonconformity or defective services. Any services repaired, replaced or reperformed shall be warranted for a period of one (1) year commencing as of the date of completion of the services.

C. LIMITATION. The warranties contained herein will terminate and have no effect if Customer or a third party undertake modifications, alteration or repairs of the Products or if the Product or any component part is subjected to misuse, abuse, or lack of reasonable care. Excluded from Seller's warranty are deficiencies resulting from normal wear and tear, improper maintenance, failure to observe the operating instructions, damages resulting from shipping, accidents, tampering, vandalism or acts of God or deficiencies resulting from other reasons beyond Seller's control.

D. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OTHER THAN AS SPECIFIED IN THIS CONTRACT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY ACT OR LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

E. OTHER CONDITIONS. No agent, employee, representative, distributor or dealer of the Seller is authorized to change, modify or alter this warranty in any manner whatsoever, or to make any additional warranties regarding Products. Accordingly, any statements or representations regarding Products not specifically contained in this warranty shall be void and of no effect and should not be relied upon by any Customer unless such statement or representation is in writing and signed by Seller.

No claim for breach of warranty, or any other claim, in tort, contract, or otherwise, arising out of or related to the Products, may be commenced any time after the expiry of the warranty period as set out above or the accrual of the claim, whichever occurs first.

11. Consequential Damages

IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGE, LOST PROFITS, LOST BUSINESS, REVENUE OR PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST PRODUCTIVITY, LOST FILES, IMAGES OR DATA, OR DAMAGES TO REPUTATION OR GOODWILL, OR LIABILITIES TO OTHER PARTIES WHETHER IN CONTRACT OR TORT SUSTAINED BY THE CUSTOMER OR ANY OTHER PERSON FOR ANY MATTER WHATSOEVER ASSOCIATED WITH THIS CONTRACT OR ANY PURCHASE

ORDER ISSUED PURSUANT TO THIS CONTRACT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS A RESULT OF BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE. THE LIMITATIONS ON LIABILITY EXPRESSED IN THIS PARAGRAPH EXTEND TO SELLER'S AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, SUCCESSORS AND ASSIGNS.

12. Limitation of Liability

CUSTOMER'S AND SELLER'S RESPECTIVE LIABILITY TO EACH OTHER WITH RESPECT TO ANY CLAIM WHETHER A CLAIM BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE ORDER VALUE FOR THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED. HOWEVER, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS WHICH ARE ATTRIBUTABLE TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE SELLER SHALL NOT HAVE ANY THIRD PARTY INDEMNITY OBLIGATIONS.

13. Miscellaneous

Subcontractors: Seller retains the right to subcontract all or any portion of the work outlined hereunder. **Assignment:** Neither Party shall assign this Contract without the express written consent of the other Party. **Severability:** If any provision in this Contract is found to be unenforceable, all other remaining provisions shall remain in full force and effect unless deletion or change of the provision which is invalid or unenforceable would substantially alter the economic effect of this Contract. **Relationship of the Parties:** The relationship between the Parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. **Waiver:** Any delay or failure of Seller to enforce any of the provisions of this Contract or to require compliance with any of its terms at any time shall in no way affect the validity of this Contract, or any part, and shall not constitute a waiver of the right of Seller thereafter to enforce any and each such provision. **Notice:** All notices, demands or other communications between the parties shall be given in writing. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Republic of India. The courts of Bengaluru shall have exclusive jurisdiction.

14. Compliance, Customs, Exports and International Trade

14.1 The Parties shall comply with all applicable laws, statutes, regulations, and ordinances including, but not limited to, laws pertaining to antitrust matters, corruption, export control, sexual harassment. Each Party acknowledges and agrees that it will not, directly or through any intermediary, commit any bribery or acts of corruption as defined in any applicable laws including, but not limited to, the Prevention of Corruption Act 1988, by giving, offering or promising to give any money or any other thing of value to any government official, nor to any political party, official or candidate for the purpose of influencing any official act or decision of such persons in its official capacity or for the purpose of inducing such person to use its official capacity to influence any act or decision of the government or any instrumentality thereof in order to obtain or retain business related to the Contract.

14.2 The Parties shall comply with all applicable trade control laws, including those related import, export control, and sanctions compliance.

14.3 Customer shall not transfer any Product either directly or indirectly through any intermediary to Iran, Russia, Belarus, or a destination or person subject to sanctions imposed by Switzerland, the European Union, the United Kingdom, the United States, or other applicable jurisdictions.

14.4 Customer represents and warrants that it has not been and is not currently debarred, suspended, subject to asset freeze or blocking sanctions, or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing, or otherwise obtaining any Product. Customer shall obtain and is responsible for payment of any costs relating to licenses, authorizations, certificates of origin, or other required documentation for any import or export of Product.

14.5 Customer agrees to observe and comply with the medmix Code of Business Conduct for Third Party. A copy of this Code can be found at <https://www.medmix.swiss/Investors/governance>.

14.6 Customer shall promptly notify Seller of any violations under the provisions of this Section 14. Customer acknowledges that Seller shall have the right to audit Customer's compliance in connection with the transactions associated with the Contract and any applicable laws and regulations thereto. At Seller's discretion, an independent third party may be selected to conduct an audit to verify such compliance and Customer shall fully cooperate with any reasonable audit related requests.

14.7 Seller reserves the right to terminate this Contract in the event of a compliance violation or if Customer breaches any of its obligations under the Contract or any other contractual obligation in favor of Seller. In the event of a termination, all outstanding payment obligations or other indebtedness of the Customer to Seller due under the Contract shall be due and payable no later than fifteen (15) days after delivery of notice of termination, subject to the right of reinstatement.