

GENERAL TERMS OF DELIVERY**I. Scope of validity**

1.1 These General Terms of Delivery (hereinafter referred to as the "Terms") are the business terms in accordance with Article 273 of Act No. 513/1991 Coll. The Commercial Code, as amended (hereinafter referred to as the "Commercial Code"). Unless agreed otherwise in the Contract, these Terms shall apply to all contracts pertaining to the delivery of goods, contracts on the provision of services or contracts for work between the buyer of the goods, services or work (hereinafter referred to as the "Buyer") and Siemens Healthcare s.r.o. as the supplier of such goods, services, or work (hereinafter referred to as "Siemens HC" or "Supplier") regardless of the concrete type of contract concluded by and between them. The specification of the requested goods, services or works (hereinafter referred to as the "Delivery") shall be agreed in such Contract.

1.2 In case the terms and the business terms of the Buyer apply simultaneously and there is any conflict between them, these Terms shall prevail.

1.3 The Contract, its annexes and other documents listed in the Contract and referring to the Contract shall be the contractual documents. The contractual documents supplement or explain each other; in case of any conflict between the contractual documents, the Contract provisions shall prevail over the annexes or other documents that relate to the Contract. Dimensions stated by means of letters or numerals in drawings that are not incorrect in principle shall prevail over dimensions measured in such drawings. Hereinafter, the word Contract can be used for the Contract or for contractual documents, including the Contract.

II. Conclusion of the Contract

2.1 The Supplier's offer is not binding unless the offer implies otherwise.

2.2 The Buyer's order must include in particular:

- a) Specification of the delivery (quantity, type, character of performances),
- b) If assembly, installation, building-in or other activities are included in the delivery, it must be expressly specified in the order,
- c) Delivery date,
- d) Budget or overall price of the delivery excl. VAT determined in accordance with the Supplier's offer,
- e) Payment terms,
- f) VAT identification number in force in the country of delivery (VAT No.)
- g) Other delivery conditions.

2.3 The Supplier will consider the Buyer's order in 10 working days after receiving it and will express its

opinion on such order in writing. The Supplier shall be entitled to confirm the Buyer's order, to submit a counteroffer to such order or to decline the order. The Supplier's failure to express its opinion on the order in the stated period shall mean it has declined such order.

2.4 The Contract shall be considered concluded (i) after having been signed by persons entitled to act on behalf or in the name of the Buyer and the Supplier; (ii) if the Buyer was delivered a written confirmation of the order, or (iii) if the Supplier sent the delivery in accordance with the order within 10 working days after receiving it and informed the Buyer in writing about sending the order, or (iv) the order was delivered to the Buyer within 10 working days in accordance with the order, if, with regard to the character of the delivery, it can be reasonably assumed that a delivery without a previous written confirmation will not cause any difficulties to the Buyer.

2.5 The Contract concluded based on an offer, an order and a confirmation of the order, shall be considered agreed upon only if and when all the order details in the confirmation of the order are in absolute compliance with the order without any deviation, or if the Supplier provides the performance in accordance with provisions 2.4 (iii) or 2.4 (iv) in compliance with the order. The Supplier's right to provide the performance before the agreed term shall not be influenced.

2.6 The data specified in catalogues, leaflets, etc. shall only be binding if the Supplier expressly refers to them in confirmation of the order or in the Contract.

2.7 The Supplier shall not be obligated to perform the delivery if impediments resulting from national or international business and customs legal regulations or embargo restrictions or sanction restrictions prevent such delivery.

III. Price and Payment Terms

3.1 The price was set without value added tax (hereinafter referred to as "VAT") based on an agreement. The price does not include packaging, loading, carriage, carriage insurance, duty, etc. The Supplier will take back the packages only based on an agreement signed by both parties.

3.2 Unless special payment terms are agreed upon, 50% of the price of the delivery is due upon signing the Contract and the remaining balance upon the delivery. In case of repeated performances provided based on a service contract, the price for every month of providing the service shall be due in advance, not later than within 7 days after the beginning of the respective month. The price including VAT will be paid against the issued invoice, not later than within 14 days after the date of issue.

- 3.3** In case the price of goods or service is reduced after the taxation obligation (e.g. discounts provided by the Supplier for early payment of the price), the Supplier will not issue a credit note and will not calculate the VAT correction.
- 3.4** The Price will be credited to the Supplier's bank account in the agreed sum without any deductions, write-offs or withholds. The Buyer's undertaking to pay the price shall be fulfilled at the moment of crediting the Supplier's account with the Price.
- 3.5** The Price is calculated based on costs at the time of the offer. Should the catalogue prices or costs be increased by the time of delivery as the result of changes to the applicable legal regulations (e.g. customs and tax regulations), bank rates or other conditions, which could not have been assumed at the time of concluding the Contract, or should the Supplier's rebates be decreased, the Supplier is entitled to adjust the price accordingly.
- 3.6** If the Buyer fails to pay the price duly and in time, in order to secure such Supplier's receivables from the Buyer, the Buyer shall be obligated to assign to the Supplier its receivables arising from further sale of such delivery to third parties corresponding with the overdue price, against the Supplier's call, not later than within 3 days after receiving such a call; the Buyer shall be obligated to inform third parties about the existence of reservation of the Supplier's ownership rights.
- 3.7** The Buyer shall be entitled to unilaterally offset a receivable from the Supplier with a Supplier's receivable from the Buyer only based on the prior written approval of the Supplier. The Supplier shall be entitled to unilaterally offset any receivables. The Buyer shall be entitled to assign its receivable from the Supplier to a third party only based on the prior written approval of the Supplier.
- 3.8** If the price is agreed in a foreign currency and if, in consequence of the Buyer's delay to pay the price, the Supplier suffers an exchange rate loss by converting the received sum to Euro according to the foreign-exchange market rate announced by the National Bank of Slovakia for Euro, and if the respective foreign currency rate on the day of payment is lower than the sum that would be received if the price was paid duly and in time, the Supplier shall be entitled to claim such exchange rate loss from the Buyer based on a written call for paying such exchange rate loss.
- 3.9** If the Buyer delays in paying the price, the Supplier shall be entitled to claim from the Buyer late payment interest amounting to 0.05% of the due sum (including VAT) for every commenced day of delay. The Supplier shall be entitled to charge the late payment interests from the Buyer on a one-time basis after receiving the overdue sum or after the Contract terminates, or partially for a certain period of delay. Such late-payment interests shall be due within 14 days after the invoice's issue date. The Supplier's right to compensation for the damage arisen in consequence of the Buyer's delay to pay the price shall not be influenced by paying the late-payment interests.

- 3.10** Should the Buyer, based on an agreement with the Supplier, withhold any amount of the price as a security for fulfilment of the Supplier's obligation, the Supplier shall be entitled to replace the provided security with a guarantee declaration, or with a guarantee issued by the company Siemens Financial Services GmbH, or with a bank guarantee, the contents of which represent the provided security in the form of the withheld sum of the price for delivery; the Buyer shall be obligated to accept such guarantee declaration or guarantee and to pay to the Supplier the withheld amount of the price for delivery without any delay after the submission of the aforementioned guarantee declaration.
- 3.11** In the event the Buyer's financial position provably deteriorates, especially its solvency or financial results reported in its balance sheet and income statement, the Supplier shall be entitled to unilaterally change the payment term or to reduce the Buyer's credit limit.

IV. **Changes**

- 4.1** The Buyer can ask the Supplier in writing for the performance of changes or for extra works. The Supplier will make such extra works or changes only in case such changes or extra works are approved in writing by both contracting parties and included in the Contract.
- 4.2** If such a change results in an increase or decrease of the costs or in an extension of the time needed for the performance of the delivery, the contracting parties will adjust the price and the schedule of works included in the Contract accordingly. The changes will be evaluated with regard to the prices agreed upon in the Contract. Unless such an evaluation is possible or appropriate, the changes will be evaluated as costs plus 25% extra charge for purchases, and the costs and a reasonable price for the work.

V. **Delivery Term**

- 5.1** The proper and timely performance of the delivery is preconditioned by cooperation by the Buyer necessary for the performance of the Supplier's obligations, and by the proper and timely fulfilment of the Buyer's obligations. Unless the necessary cooperation was provided by the Buyer duly and on time, the delivery term shall be extended by the duration of such delay, and if the subject of the delivery is covered by a guarantee, the guarantee shall start lapsing on the last day of the delivery deadline in accordance with the Contract. The Supplier shall be entitled to damages which arise in consequence of such Buyer's failure to cooperate (especially costs of carriage, storage, insurance, etc.). The performance of the delivery is preconditioned by the fact that the Buyer did not delay to pay any financial obligation to the Supplier, including obligations from other contractual relations. During such Buyer's delay the Supplier will not become delayed in the performance of the delivery and the

delivery term shall be extended by the period of such Buyer's delay. If the Supplier has already started performing the delivery, he shall be entitled to suspend the performance of the delivery in case the Buyer delays in paying any financial obligation, until all the Buyer's due payables are fully paid. This shall apply accordingly also to the Supplier's entitlement to suspend the provision of service in case any of the Buyer's payables to the Supplier become overdue and the Buyer fails to pay them after being called to do so in not less than 5 days, while such a call shall include a warning about suspension of the service.

5.2 The delivery term shall be extended by the duration of any force majeure event. The force majeure event shall mean any event that occurs after the Contract was concluded and before the delivery term, that prevents the obliged party from providing the performance, that occurs independent from the will of the obliged party, while it cannot be reasonably expected with regard to the circumstances that the obliged party could avert or overcome such obstacle or its consequences, that did not arise at the moment when the obliged party was in delay with any obligation, and that did not arise in consequence of an economic situation of the obliged party. The force majeure event shall include, in particular, a natural catastrophe (especially flood, storm, unusually hot or cold weather, unusually dry weather, tornado, tropical storm, hurricane, hail, landslide, volcanic eruption and the related consequences, accidental damage caused by drill holes, avalanche, earthquake and the related consequences, unusual solar eruptions, fall of any space body, etc.), war, mobilisation, riot and similar events, strike, lockout, lags or non-granting of any official permit (especially an export permit by the competent body in the manufacturer's country) inevitable for the performance of the delivery, although the obliged party asked for such official permit duly and in time. The delivery term can be extended due to the above-mentioned facts even if such circumstances occurred to sub-suppliers.

5.3 If the performance of the delivery is suspended due to reasons on the side of the Buyer, the Supplier shall be entitled to increase the price accordingly, to claim damages caused to the Supplier in consequence of such suspension of the delivery and to adjust the delivery term accordingly.

5.4 The supplier shall be entitled to complete the delivery before the agreed delivery date and such performance shall be considered as having been provided duly and in time and the Buyer shall be obligated to accept such delivery.

VI. Acquisition of Title and Risk of Damage to Delivery

6.1 The Buyer will acquire the title to the subject of the delivery after paying the full agreed price.

6.2 The risk of damage to the delivery, including the goods, passes to the Buyer at the moment of the

warehouse release (or partial delivery) at the place of delivery.

6.3 In case of delayed confirmation of the warehouse release of the delivery, or delayed acceptance of the delivery due to reasons on the side of the Buyer, the risk of damage to the delivery shall pass to the Buyer on the first day of such delay. It shall also apply to acceptance in accordance with paragraph 7.4 hereof.

VII. Submission and Acceptance of Delivery

7.1. The Buyer will secure official permissions and potential approvals by third parties needed for the delivery's performance. If such permission is not issued in time, the delivery term will be extended accordingly.

7.2. The Buyer shall be obligated to accept every properly completed delivery (as well as any functioning delivery with minor defects that themselves or in connection with other defects do not prevent the proper use of the delivery for the purpose agreed upon in the Contract). The application training about the subject of the delivery is usually provided after submitting the subject of the delivery and such training is not a precondition for accepting the delivery.

7.3. In case the Buyer delays with the acceptance, the Supplier shall be entitled to claim damages arisen in consequence of such delay. If the subject of the delivery is covered by a guarantee, in case of the Buyer's delay the guarantee shall start lapsing on the last day of the delivery deadline in accordance with the Contract.

7.4. The Supplier will fulfil the delivery by delivering it within the agreed deadline to the agreed place, also in the case that the Buyer fails to arrive to accept the delivery or refuses to accept the delivery without justification, or refuses to sign the acceptance protocol without justification. In such a case the Supplier shall not be obligated to attach the acceptance protocol to the invoice, although the contracting parties agreed on such an obligation; a declaration by the Supplier about the fact specified above will suffice.

7.5. The Buyer takes into notice that if the Buyer starts using the subject of the delivery prior to signing the acceptance protocol, it shall, without any doubt constitute, or shall result in, the following legal facts: acceptance of the subject of delivery by the Buyer, passing of the risk of damage to the subject of delivery to the Buyer, unless passed earlier in accordance with these Terms, the beginning of the guarantee if agreed upon in the contract and the Supplier's right to issue the invoice for the subject of delivery.

7.6. The Supplier shall be entitled to perform the delivery in parts. The Buyer shall be obligated to pay the respective costs of any partial delivery after receiving it. The provisions that apply to invoicing or acceptance of the whole delivery shall apply to invoicing and acceptance of partial deliveries accordingly.

7.7. The Supplier shall be entitled to secure the delivery also by means of one or more sub-suppliers.

7.8. As long as the character of the delivery allows so, the Supplier shall be entitled to perform the delivery or a part of it by means of so-called remote access. Unless the Contract expressly defines that the delivery must be performed at the place of the delivery, and if the character of the delivery allows so, the Supplier shall be entitled to choose from the two ways of performing the delivery without any change in price.

7.9. The Supplier shall not be obligated to deliver the goods to the Buyer unless the Buyer provides one or more of the following securities:

- a) Irrevocable bank guarantee,
- b) Irrevocable documentary letter of credit,
- c) Promissory note,
- d) Advance payment,
- e) Company guarantee and/or
- f) Other form of security approved by the Supplier in writing.

The Buyer takes into account and agrees that the Supplier shall be entitled to choose one or more forms of securities from the above list.

VIII. Responsibility for Defects and Quality Guarantee

8.1. The Supplier shall be responsible for defects in the delivery at the moment of submitting it to the Buyer. The Supplier shall be responsible for the fact that the delivery will be made in accordance with the agreed upon terms, in compliance with the technical standards and generally binding legal regulations of the Slovak Republic in force.

8.2. If the delivery is to be made according to construction data, drawings, models or other specifications provided by the Buyer, the Supplier shall only be responsible for the correct manufacture.

8.3. The Buyer shall be obligated to inspect the delivery upon its acceptance. Unless impossible to do so due to reasons on the side of the Buyer, the Buyer shall be obligated to inspect the delivery as soon as possible after receiving it from the Supplier. Regardless of whether the Buyer inspected the delivery or not, the Buyer shall be entitled to report any defect and to file the related claims within 7 days after accepting the delivery or after the submission in accordance with paragraph 7.4.

8.4. If the contracting parties agreed on a guarantee period, the Supplier undertakes that the delivery will preserve the agreed characteristics during the entire guarantee period.

8.5. If a guarantee period was agreed upon, it should start lapsing on the day of submitting the delivery in a way agreed upon in the Contract; the provisions of paragraphs 5.1, 7.3 and 7.5 shall not be influenced.

8.6. If the guarantee period was agreed upon, the quality guarantee will not apply to natural wear and tear or damage arisen to the subject of the delivery after the delivery due to incorrect or negligent manipulation, excess stress, use of unsuitable material during operation and such chemical or

electro-chemical impacts that were not anticipated upon signing the Contract. The Supplier shall not be responsible for defects which arise during repairs performed by the Buyer or a third party.

8.7. The quality guarantee excludes those defects which did not arise through the Supplier's fault during installation and assembly, but through the Buyer's fault due to insufficient technical support, failure to comply with the installation requirements, overloading of parts beyond the output specified by the Supplier and/or producer, by irresponsible or incorrect handling or by using unsuitable operation materials, and the same applies to defects that originate from material delivered by the Buyer. The Supplier shall not be responsible for defects which arise from the action of third parties, atmospheric discharges, overloading and chemical impact.

8.8. The reporting of defects (a complaint) must be prepared in writing and delivered to the address of the Supplier's seat with sufficient written confirmation. The complaint must include a description of the defect, the location of the defect and a description of how the defect became apparent. The Buyer shall be obligated to complain about defects immediately after finding them.

8.9. The Supplier will decide about the means of solving the complaint, while a repair is preferred. If the defect is repaired or the delivery or a part of it is replaced, the guarantee period shall be extended by the time during which the delivery was defective; such an extension only applies to the concrete defective part of the delivery and it shall not exceed a period of 6 months. The Supplier shall be entitled to suspend rectification of any defect if the Buyer delays with payment of any of its payables to the Supplier.

8.10. The quality guarantee expires immediately if the Buyer himself changes or repairs the delivery, or assigns such a task to a third party, other than a person expressly authorised by the Supplier, without the prior written approval of the Supplier. The Supplier will not accept any claims which arise due to the above reason.

8.11. The Buyer shall be obligated to compensate the Supplier for all costs which arise in connection with the rectification of defects (including the costs of the possible rectification), to which the Supplier's responsibility for defects or quality guarantee do not apply. The Buyer shall also be obligated to compensate the Supplier for all vain expenses which arise in connection with the rectification of defects in the case that the Buyer failed to provide the necessary cooperation for the rectification of defects.

IX. Subsequent sale

9.1 The Buyer shall be entitled to sell the delivery and/or a part of it to a third party exclusively as products of Siemens. The Buyer will sell such deliveries and/or parts of such deliveries in its own name, in its own

account and at its own risk. The Buyer does not grant the exclusive right to sell the Siemens products by these Terms. The Buyer shall only be entitled to sell the products in the territory of the Slovak Republic without limitation and to third countries only with the prior written consent of the company Siemens HC.

- 9.2** The Buyer undertakes not to use the business name or logo of Siemens or Siemens HC in its documents used for business activities, without the prior written authorisation of Siemens HC. Moreover, the Buyer shall not be entitled to make any business or legal statements or to act on behalf of Siemens HC. A violation of the provisions of paragraphs 9.1 and 9.2 shall be considered as a serious violation of the Buyer's obligations.

X. Licence conditions

- 10.1** If the delivery includes a copyright work or computer software in accordance with Act No. 185/2015 Coll. the Copyright Act (hereinafter referred to as the "Work"), the author of which is a third party other than the Supplier, the Buyer shall be entitled to use the work only in compliance with the submitted licences (licences provided by a third party).
- 10.2** If the delivery includes a work, the author of which is the Supplier, the Supplier provides the Buyer with non-exclusive consent for the use of the work in compliance with and in a way needed for the purpose of the Contract (hereinafter referred to as the "Licence"). The granted licence does not entitle the Buyer to adjust, modify or otherwise interfere with the work, except for in cases that cannot be excluded by means of a contract or that were approved in writing by the Supplier to exclude any doubts, the parties agreed that in case of any modification or any intervention in the work by the Buyer or by a third party based on the Buyer's request (except for those cases when the Supplier approved the respective adjustment or intervention), the Buyer shall be responsible for all risks and the related consequences resulting from any adjustments or modifications. Any adjustment or intervention in the work during the guarantee period or during the liability for defects without the Supplier's approval will result in exclusion of the Supplier's responsibility for any defects or non-functioning of the work in consequence of such adjustment or intervention. The Supplier will not provide the source codes of the work within the granted licence.
- 10.3** The Buyer shall be entitled to make a backup copy of the work if it is necessary to do so in order to use such work in accordance with the Contract. All backup copies shall be subject to these licence terms. All such backup copies shall bear names, trademarks, indications of author's protection and notes about user's rights restrictions.
- 10.4** The Buyer shall be entitled to give consent to a third party to use the work in compliance with the granted Licence (a sub-licence) and/or to assign the Licence only with the prior written approval of the Supplier. If the Buyer sells its business or an independent part of

it, the transfer of rights resulting from the Licence shall be approved by the Supplier in advance.

- 10.5** The remuneration for the granting of the Licence shall be included in its price. The granted Licence shall become effective on the day when remuneration for such Licence is paid, unless the contracting parties agree otherwise. The Licence will expire if the Buyer violates the licence conditions in accordance with these general delivery terms whatsoever.
- 10.6** The Buyer shall be entitled to use documentation (e.g. project documentation, plans technical underlying documentation, manuals, handbooks) delivered by the Supplier with the work in compliance with the purpose for which the documentation was prepared. All of the underlying documentation used for the performance of the work remains the intellectual property of the Supplier.
- 10.7** The Buyer shall not be entitled to make copies of the documentation and other written materials delivered together with the work and materials that relate to the work without the prior written approval of the Supplier.
- 10.8** The Supplier shall not be responsible for the fact that the work will comply with all the Buyer's requirements or that it will work in combination as selected by the Buyer, especially in case of requirements and combinations that were known to the Supplier when preparing the work, or in case of so-called "box software".
- 10.9** The Supplier shall not be responsible for any direct or indirect, accidental, consequent or economic damage caused by unsuitable improper application or improper use of the work, including any damage or costs related to the loss of growth, business activities, reputation, data or computer software. Improper application or improper use shall mean use contrary to the Supplier's instructions or contrary to the technical conditions.
- 10.10** If any third party files claims in relation to the work to the Buyer, the Buyer shall be obligated to immediately inform the Supplier and shall not be entitled to accept any third party's claim without the Supplier's approval. The Supplier will decide about the process and the way of settling such third party's claims. In case of violation of such obligations, the Supplier shall not be responsible for any damage caused to the Buyer as a consequence of such a claim filed by the third party.

XI. Damages

- 11.1** The overall scope of the Supplier's obligation to compensate the Buyer for damage which arises to the Buyer in consequence of violation of the obligations in accordance with this Contract shall be limited to 50% of the overall contractual price in accordance with this Contract (excluding VAT) for all damage occurrences in aggregate. Only compensation for actual damage shall be provided, not for loss of profit or other types of consequent or other damages. Financial compensation for the damage is preferred. All contractual fines or other sanctions paid by the Supplier to the Buyer shall be fully used to cover the

damages. The above limitation shall not apply to damages caused intentionally or due to gross negligence, or to damage to health.

11.2 If the Supplier's obligation to perform the delivery ceases to exist due to it being impossible to perform, the Supplier shall be obligated to pay the arisen damages to the Buyer only in case the impossibility to perform was caused by the Supplier. Paragraph 11.1 shall apply to the scope of such damages.

11.3 If any quality guarantee is agreed upon in the Contract, it shall replace the Supplier's responsibility for defects to the full extent.

11.4 If the performance under the Contract is intended for or will be used by the Buyer as a performance for a third party (in relation to the Supplier), and the Buyer will not be the end user or the only user of the delivery or a part of it, the Buyer shall be obligated to limit its contractual responsibility for damage to the same extent, as the responsibility between the Supplier and the Buyer in accordance with these Terms. If the Buyer or a third party, to which the performance under the Contract is intended, do not agree on such limitation validly, the Buyer shall be obligated to compensate the Supplier for damage in the extent of the difference between the damages actually provided by the Supplier to a third party and the damages that would have been provided by the Supplier to the third party if such limitation of responsibility between the Buyer and the third party existed.

11.5 If any third party files a claim to the Buyer in connection with damages, the Buyer shall be obligated to inform the Supplier about such a fact without any undue delay, and the Buyer shall not be entitled to accept any third party's claim without the Supplier's approval. The Supplier will decide about the process and the way of settling such third party's claims. In case of violation of such obligations, the Supplier shall not be responsible for any damage caused to the Buyer in consequence of such a claim filed by the third party.

XII. **Withdrawal from the Contract**

12.1 The contracting parties can withdraw from the Contract only in case of a material breach of the Contract or in cases expressly specified (i) in the Contract, (ii) in these terms or (iii) in cases specified in legal regulations. The withdrawal from the Contract shall become effective on the day of delivering the written withdrawal from the Contract to the other contracting party.

12.2 A material breach of the Contract shall mean:

- a) The Supplier's delay in delivery caused by the Supplier that exceeds 60 days;
- b) The Buyer's delay in paying the invoiced sum that exceeds 30 days;
- c) The Buyer's delay in paying the advance payment that exceeds 5 days;
- d) The Buyer's failure to provide cooperation that exceeds 30 days;

- e) The Buyer's unauthorised disposal of the subject of the Supplier's intellectual property;
- f) A breach of obligations in accordance with Article XIV hereof.

12.3 Either contracting party shall be entitled to withdraw from the Contract also in case that:

- a) The competent court issued a bankruptcy order to the other contracting party;
- b) The petition for the bankruptcy order by the competent court was denied due to lack of property of the other contracting party;
- c) The other contracting party stopped its payments;
- d) The other contracting party filed a petition for a bankruptcy order to the competent court regarding such other contracting party;
- e) The execution of a decision or a distraint of property of the other contracting party were in vain;
- f) A force majeure event prevents the performance of the delivery for more than 3 months.

12.4 The Supplier shall be entitled to withdraw from the Contract also in case the Buyer delays in fulfilling its financial obligations for more than 30 days, also in case such financial obligations arose from a different contract between the Buyer and the Supplier.

12.5 In the case of withdrawal from the Contract due to reasons on the side of the Supplier, the Supplier shall be entitled to be paid for the performed part of the delivery. The damage arisen to the Buyer due to the fact that the delivery has to be performed by another supplier shall not exceed 20% of the original price for the outstanding part of the delivery; such a sum includes the contractual fine for the breach of the obligation that was the reason for the withdrawal. The provisions of paragraph 11.1 shall not be influenced.

12.6 In the case of withdrawal from the Contract due to reasons on the side of the Buyer and in the case of a force majeure event, the Supplier shall be entitled to be paid a reduced part of the price for the outstanding part of the delivery. The Supplier's claim for damages caused by a breach of the obligation, for which the Supplier withdraws from the Contract, shall not be influenced.

XIII. **Confidentiality, Personal Data Protection**

13.1 Confidential information shall mean any information, data, figures or communications marked by the disclosing party as being "confidential" or similarly, and further any business or technical information or data disclosed by one contracting party to another, that relate to the purpose for which the respective contract was concluded, and on any data carrier. Confidential information shall also mean information specified in an offer, based on which no contract was concluded; the Buyer shall be obligated to return such an offer to the Supplier. If the confidential information is to be provided orally, the recipient must be informed in advance about such a fact and then the disclosing party shall confirm the confidentiality in writing within 3 days after such an oral disclosure.

13.2 Without the prior written approval of the other contracting party, neither contracting party shall be entitled to disclose or otherwise make available any confidential information to a third party. The contracting parties shall be entitled to use the received documents, data and information in connection with the confidential information only for the purpose defined by this contractual relation. The confidentiality obligation shall not be breached if the information was disclosed within the fulfilment of obligations pursuant to legal regulations or to a court or court of arbitration when filing any claims or claiming any rights resulting from the contractual relation, or if the information, documents and data were provided to entities belonging to the same concern (holding), to consultants and other entities involved within the contractual relation or in activities connected with such a contractual relation, that shall be obligated to keep confidentiality in accordance with the law or a contract, while neither contracting party shall be entitled to exempt such persons from the confidentiality obligation. The contracting parties undertake to secure that such persons will be informed about the confidentiality obligation and that they will be obligated to comply with such a confidentiality obligation to the same extent as the contracting parties. The confidentiality obligation does not apply to:

- information known publicly upon the conclusion of the contractual relation or disclosed otherwise than by violating the confidentiality obligation,
- information disclosed by the contracting party in accordance with a legal regulation or a decision by a public body entitled to act in accordance with the legal regulation,
- information provably available to the contracting party on the date of concluding the contractual relation,
- information that was or will be provided by a third party without any limitation of its use or confidentiality.

13.3 The confidentiality obligation shall also continue after the respective contractual relation expires. In case of a violation of obligations in accordance with this article, the breaching contracting party will be obligated to pay damages to the other contracting party.

13.4 The Buyer agrees that the Supplier will process, gather and store the Buyer's personal data specified in the Contract and other personal data necessary for the performance of the delivery. The Supplier will process and store such personal data in the Supplier's internal register for the purpose of fulfilment of its obligations resulting from the Contract and for record-keeping purposes. In case the Buyer is a legal entity it declares that all personal data of persons disclosed/ provided to the Supplier during the performance of the contract were used in accordance with legal regulations on personal data protection in force, in particular that the involved persons agreed with the

disclosure/ provision and processing of their personal data by the Supplier to the necessary extent.

13.5 The Buyer gives consent or secures consent from the involved persons in accordance with paragraph 13.4 for the whole duration of the contractual relation in accordance with this Contract and for the period of the consequent five (5) years after all the Buyer's rights and obligations in accordance with this Contract have been fulfilled.

XIV. Compliance with Export Control Regulations

14.1 The Supplier shall not be obligated to perform this Contract if such performance is subject to any export control restrictions resulting from national or international regulations of international trade law or if it is subject to embargoes or other sanctions, including embargoes and other sanctions imposed by the United Nations, the European Union or the United States of America that, at the discretion of the Supplier, can make the Supplier or any affiliated entities face sanctions, fines or other measures by public authorities that will harm the Supplier or any person interconnected with the Siemens concern in terms of property/ belonging to the Siemens Concern.

14.2 If the Buyer transfers to a third party the delivery delivered by the Supplier, the Buyer shall be obligated to comply with all national and international export and re-export control regulations concerning this. In every case, the Buyer shall be obligated to comply with the export (re-export) regulations of the Slovak Republic, European Union and United States of America when transferring such goods.

14.3 Before every transfer of the delivery received from the Supplier to third parties, the Buyer shall be obligated in particular to control and, by means of reasonable measures, to secure that

- No embargo imposed by the European Union, the United States of America or the United Nations will be violated by such transfer, by mediation of contracts in connection with such delivery or by providing other economic resources in connection with such delivery, while taking into consideration the national trade restrictions and prohibition of circumventing such embargoes;
- Such delivery is not intended to be used in connection with armaments, nuclear technology or weapons under the conditions and to the extent to which such use is subject to prohibitions or permissions, unless the respective permission was granted;
- The rules of all respective lists of prohibited entities of the European Union and the United States of America related to trade with the listed entities, persons and organisations, were taken into consideration.

14.4 If necessary to enable any authority or the Supplier to check the export, the Buyer shall be obligated to

provide immediately at the Supplier's request all information about the respective end customer, place of destination and the intended purpose of the use of the delivery, and about all other export restrictions.

- 14.5** The Buyer shall be obligated to indemnify and hold harmless the Supplier from and against any claim, proceeding, action, fine, loss, cost, expenses or damages arising out of or relating to any non-compliance with export control regulations by the Buyer, and the Buyer shall compensate the Buyer for all losses and expenses resulting thereof.
- 14.6** The Buyer shall be obligated to inform the Supplier of a possible re-export of the delivery to the country of origin in writing prior to such export.
- 14.7** If the subject of the delivery includes dual-use goods in accordance with Act No. 21/2007 Coll. on Dual-use Goods and Technologies, as amended, the Buyer shall not be entitled to transfer the title of ownership to the goods to a third party without the prior written approval of the Supplier.

XV. Compliance with legal regulations

- 15.1** The contracting parties undertake to comply with legal regulations, including anti-corruption regulations, regulations about competition protection, on combating money laundering, as well as regulations of criminal law, labour law and administrative law.
- 15.2** The contracting parties undertake to refuse any form of corruption or bribery, or being used as a tool of corruption or bribery, and they shall refuse any illegal offers of payments or similar rewards to public officers intended to influence any official performance or to secure any unauthorised benefit in connection with the business of the contracting party.
- 15.3** Compliance with the legal standards and internal regulations shall be an integral part of all of the Supplier's business procedures. Any possible violation can be reported at the Supplier's compliance reporting system Let Us Know at <https://www.bkms-system.net/healthineers>.

XVI. Final Provisions

- 16.1** If any provision of the Contract or hereof becomes invalid, unenforceable, void or ineffective, such a fact shall not influence the validity, enforceability or effect of other provisions of the Contract or hereof. In such case, the contracting parties shall be obligated to do their best to conclude a written amendment to the Contract, by means of which such provision will be replaced and it will correspond to the original intended purpose.
- 16.2** In accordance with this Contract, a document prepared in writing shall mean (i) a printed document sent to the other contracting party to the address of such contracting party specified in the Contract by registered mail or by a courier or otherwise, with an acknowledgement of receipt submitted to the sender, or (ii) a document sent by fax to the fax number of the contracting party specified in the Contract, with an

acknowledgement of receipt, or (iii) a document in electronic form sent by e-mail with an advanced electronic signature or electronic sign.

- 16.3** A document shall be considered to have been delivered on the third working day after having been sent in accordance with paragraph 15.2, also in the case the addressee did not accept the document.
- 16.4** The contractual relations between the contracting parties shall be governed by the law of the Slovak Republic with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The contractual relations not covered by the Contract of these Terms shall be governed by the Commercial Code.
- 16.5** All disputes which arise from the Contract or in connection with the Contract will be solved by the contracting parties preferably by means of an agreement. If the parties fail to do so, the dispute will be settled by the court with territorial jurisdiction in the place of the defendant's seat.
- 16.6** These Terms, the document to which they are attached and the annexes of such document, shall constitute a complete contract and shall replace any existing agreements between the contracting parties about the subject of the contractual relation. The contracting parties agree that no agreements shall be derived from the existing or future practice established between the contracting parties or from generally preserved business practice or practice in the field of industry relating to the subject of this Contract beyond the scope of this Contract.
- 16.7** The Supplier shall be entitled to assign the rights and obligations resulting from this Contract to a third party even without the Buyer's prior approval; in particular, the Supplier shall be entitled to assign the Contract or rights and obligations resulting from it especially if assigned to:
- a) A subject belonging to the Siemens Concern Group; or
 - b) The legal successor – a third party in connection with the business, or a part of it, to which this Contract relates, regardless of whether such assignment results from:
 - i) A change in ownership (including sale of the interest in the company, fusion or merger) and/or
 - ii) A sale of the whole property or a substantial part of it, and/or sale of the business or a part of the business, to which this Contract applies, and/or
 - iii) Any form of hiving off of the company's property, division, merger, disposal of property, dissolution or fusion within the business activities or reorganisation of the business activities, including, without limitation, establishment of a joint venture and/or
 - iv) Otherwise
- 16.8** A subject belonging to the Siemens Concern Group is a corporation, company, or other subject, directly or

indirectly owned or controlled, at present or in the future, by another Siemens entity, or a subject that owns or controls another Siemens entity.

- 16.9** For the purpose of definition in accordance with paragraph 16.8, the control of a corporation or company or other entity shall mean the direct or indirect disposal, power to manage or influence the management and politics of a cooperation, company or other entity, whether (i) through ownership of securities connected with the right to vote or to appoint, directly or indirectly, a majority of the members of the Board of Directors or similar managing authority, (ii) based on a contract, or (iii) otherwise.
- 16.10** The Contract can only be modified and supplemented by written numbered amendments signed by the authorised representatives of both contracting parties.
- 16.11** The Supplier shall be entitled to change these Terms. The changed wording shall come into effect within 30 days after having been delivered to the Buyer in accordance with paragraph 14.2 thereof. The Buyer shall be entitled to decline the changed Terms and to withdraw from the Contract due to such reason within 10 days after receiving the notice of the changed Terms.

In Bratislava, dated 27th of April 2018