

General Terms and Conditions ("GTC") – updated 1 July 2021

1. Scope of application

1.1 These GTC apply to all sales, deliveries and services (incl. technical support services) by FUJIFILM Healthcare Europe Holding AG ("FUJIFILM") to its customers ("customers").

1.2 Deviating or additional agreements shall only apply upon express written confirmation by FUJIFILM; conflicting terms and conditions of the customer are expressly rejected. Conflicting individual provisions expressly accepted by FUJIFILM in writing, shall apply to these GTC to the extent of their deviation.

2. Offer and conclusion of contract

2.1 The offers from FUJIFILM are non-binding. A contract is only concluded upon the written order confirmation by FUJIFILM or the written acceptance of the delivered goods and/or the written acceptance of the services by the customer.

2.2 The customer is bound to his order for four weeks after the order has been issued.

2.3 The written order confirmation by FUJIFILM or the written acceptance of goods and/or service shall determine the scope of the sale, delivery and/or service.

3. Prices and payment terms

3.1 Unless otherwise agreed in writing, the prices in the order confirmation apply to the sale, delivery or service. In case delivery periods exceed four months, FUJIFILM reserves the right to apply the price applicable on the day of delivery. The service fee to be paid by the customer to FUJIFILM is specified in the order confirmation or is calculated according to the hourly rate in the then current valid service price list. Remuneration based on hourly rates are calculated on 15-minute periods commenced.

3.2 Unless otherwise expressly agreed in writing, the prices are net prices plus the value-added tax applicable at the time of the invoice. Calculations of discounts granted by FUJIFILM are based on the net price.

3.3 All invoices are payable immediately. Should the customer fail to pay within a period of 30 days after receipt of invoice, he is in default without prior notice and FUJIFILM is entitled to charge late payment interest in the amount of 5% p.a. Payment is only considered to be complete if the amount payable is completely and irrevocably available to FUJIFILM.

3.4 FUJIFILM expressly reserves the right to withhold deliveries or services until the invoice amount has been fully paid (advance payment).

3.5 The customer is only entitled to withhold payment if his counterclaim is based on the same contractual relationship. An offsetting by the customer is not permitted, unless the counterclaim is determined by a competent court or expressly confirmed in writing by FUJIFILM.

4. Time and Place of Performance; Delivery of Goods

4.1 Information on delivery periods and delivery dates (including information in offers and order confirmations) is not binding, unless expressly confirmed as being binding in writing. FUJIFILM provides the agreed services from Monday to Friday between 8am and 5pm, excluding public holidays (normal business hours), unless otherwise expressly specified in the order confirmation. Should the customer choose the option of increased working hours for services and this is confirmed in the order confirmation, FUJIFILM will, in the event of complete system failure, continue with the customer services work started during regular business hours until 9pm on the given day.

4.2 The delivery period commences with the dispatch of the order confirmation, however not before the documents required by FUJIFILM have been provided and existing payment obligations have been settled by the customer. FUJIFILM is entitled to withhold deliveries to the customer if the customer is in default of payment for past deliveries.

4.3 If FUJIFILM culpably or by omission fails to meet the agreed delivery deadline, the customer must reschedule to the delivery date by a reasonable period of at least 14 days from the delivery due date. If FUJIFILM fails to meet the extended delivery period, the customer may withdraw from the contract by written notice to FUJIFILM. All claims for damages or losses that result from non-delivery or late delivery are hereby expressly excluded to the extent permitted by law.

4.4 FUJIFILM is entitled to perform partial deliveries if a delivery in parts and at suitable time intervals can reasonably be expected to be accepted by the customer for the specific order. Partial deliveries are considered as a separate delivery in terms of payment obligations, transfer of risk and warranty obligations.

4.5 If the customer does not accept the purchased goods or services for reasons not to be attributed to FUJIFILM, FUJIFILM shall be entitled to either insist on the acceptance (in which case, the following paragraph 4.7 applies) or to withdraw from the contract or to demand or retain 15% of the net purchase price or the net service fee as flat-rate compensation for the damages and costs incurred, or, if the actual resulting damages are higher, this higher amount. The customer is free to prove that the actual damage was lower.

4.6 In each case, the risk is transferred to the customer (i) in case of carriage free delivery without assembly or installation upon delivery of the product to the delivery address specified by the customer, (ii) in the case of cargo delivery without assembly or installation upon delivery of the product to the carrier, and (iii) for deliveries including assembly or installation upon

delivery of the product to the customer. In case of culpable delays by the customer, the risk is transferred to the customer with the notification of the readiness for shipment, assembly or installation by FUJIFILM.

4.7 Should the shipping be delayed upon request or due to reasons attributable to the customer, or acceptance denied or unduly impeded by customer, FUJIFILM is entitled to store the goods for the duration of the delay at the expense and risk of the customer on FUJIFILM's or third party premises. Written notification of the readiness for dispatch by FUJIFILM is sufficient as proof for the delayed acceptance by the customer. For the duration of the delayed acceptance, the customer shall compensate FUJIFILM for damages, incurred storage costs and related expenses at a flat rate of 1% of the gross invoice amount per month commenced, or, if the actual damage is higher, the higher amount. The customer is free to prove that the actual damage was lower. FUJIFILM reserves the right to withdraw at any time during the delayed acceptance, in which case paragraph 4.5 is applicable.

4.8 Agreed service appointments can be cancelled free of charge up to 5 days in advance. The customer shall reimburse FUJIFILM for waiting time, arrival and departure expenses to and from the site and all other expenses if he cancels, reschedules or delays service appointments without timely notification.

5. Retention of Title and Authorisation for Removal of Parts

5.1 Until full payment of the goods delivered according to the contract, including all costs and expenses, the ownership shall remain with FUJIFILM. During repair and replacement work, the installed goods remain the property of FUJIFILM until full payment of the contracted amounts. FUJIFILM has the right to register a retention of title in the relevant public register. The customer is obliged to assist FUJIFILM in the registration.

5.2 The customer is entitled to use the goods in the ordinary course of business at the place of delivery. He may not sell on the goods without the written consent of FUJIFILM.

5.3 The customer shall treat goods delivered under retention of title carefully and identify them as conditional property during private use. In the case of seizure or other interventions by third parties, the customer shall immediately notify FUJIFILM in writing and inform the third party of the retention of title or assignment.

5.4 Goods and software that are installed to identify errors/malfunctions prior to carrying out repairs remain the property of FUJIFILM.

5.5 If the customer is in default regarding payments or in cases where the provisions of paragraph 5.3 take effect, the customer shall, after prior notification, grant free access to the equipment in order to remove the installed products.

5.6 The costs of the de-installation and removal are to be borne by the customer, unless the provisions of paragraph 5.4 apply.

5.7 If a service requires the installation of a replacement part, for which the ownership rights are transferred by law to the device owner due to a combination of products, FUJIFILM is entitled, until all contractual amounts have been paid, to remove the part installed at its own cost, by restoring the device to its original condition. The customer shall provide unhindered access to the device after prior notification for the de-installation of the installed goods or ensure by appropriate contractual arrangement that the third party owner of the equipment provides FUJIFILM with access to the device.

6. Acceptance

Acceptance shall be made immediately upon the delivery of goods or services and cannot be denied due to minor defects.

7. Material Defects, Warranty, Liability

7.1 The customer shall inspect the received, assembled and/or installed goods and/or services for completeness, damage and defects, quality and compliance with the specifications. Defects shall be reported to FUJIFILM in writing within 10 days of delivery, hidden defects within 10 days of discovery. If, upon delivery, visible damage or losses are determined, the customer shall immediately inform the carrier (in the case of freight delivery), submit a damage/loss report and notify FUJIFILM immediately. Should these conditions not be met, FUJIFILM's warranty and/or compensation obligations shall lapse.

7.2 Unless otherwise expressly stated in the order confirmation, the warranty for all goods covers defects in material and workmanship of all components from date of transfer of risk (paragraphs 4.6 and 4.7 above) for the following periods of time:

- 6 months for replacement and spare parts,
- no warranty for consumables,
- 12 months for all other goods.

7.3 Should the customer fail to notify a defect in writing in due time, FUJIFILM is not obliged to provide the warranty. For defects covered by the warranty provisions which are notified properly and in time, FUJIFILM shall provide supplementary performance by correcting the defect or deliver of a faultless product, at FUJIFILM's sole discretion. For subsequent performance, the customer shall grant FUJIFILM a reasonable period for each individual defect. The customer is not entitled to claim damages, price reduction or withdrawal from the contract.

7.4 Information on FUJIFILM's goods or services do not constitute any warranty or guarantee regarding product features, unless otherwise

explicitly agreed in writing.

7.5 The warranty does not cover defects and damages arising from:

- normal wear and tear,
- external factors and force majeure,
- inadequate or improper preparation work on the product and/or its place of installation/operation, assembly, commissioning, operation, use or maintenance, non-compliance with the manufacturer's instructions for use and product manuals, combination with unsuitable components that have not been approved in advance in writing by FUJIFILM for the purpose, by the customer or a contractor of the customer,
- non-reproducible software errors,
- use of the product outside of its intended purpose or declaration of conformity,
- alterations, tampering and repairs to the product by the customer or by third parties not authorised by FUJIFILM without prior written consent from FUJIFILM.

7.6 Unless otherwise expressly agreed in writing, FUJIFILM guarantees only for the territory of the country of delivery, that the product supplied by FUJIFILM or the service provided does not infringe any rights of third parties. If a third party makes legitimate claims due to infringement of property rights by the purchase and/or use of one of FUJIFILM's delivered products, FUJIFILM shall, at its discretion and expense, either obtain a right of use for the product concerned, modify the product so that no property rights are infringed, or replace the product. If the above is not reasonably possible, the customer shall be entitled to the statutory rights of withdrawal and reduction.

The aforementioned obligations only apply if and to the extent the customer immediately informs FUJIFILM of any such claims asserted by the third party in writing, does not acknowledge an infringement and leaves any protective measures and settlement negotiations to the discretion of FUJIFILM. If the customer ceases to use the product to mitigate damage or for other important reasons, he is obliged to inform the third party concerned that the discontinuation of use does not constitute any acknowledgement of an infringement of a property right. Claims by the customer shall be excluded if the customer itself is responsible for the infringement of a property right. The exclusion also applies if the infringement is caused by special specifications of the customer or a usage of the product not foreseeable by FUJIFILM or if it is caused by the fact that the product has been modified by the customer or has been used in combination with products not provided by FUJIFILM. In case of software, the provisions of paragraph 8 (OEM software) shall apply additionally with regard to infringements of property rights. Any other claims against FUJIFILM and its affiliates, representatives, employees, directors and agents ("representatives") due to other defects or title are excluded.

7.7 The liability for material defects and other contractual claims are subject to a limitation period of one year from the time they have been incurred.

7.8 To the extent permitted by law, FUJIFILM and its representatives exclude any liability for loss or damage due to simple negligence.

7.9 Under no circumstances shall FUJIFILM and/or its representatives be liable for any indirect, incidental, special or consequential damages, including loss of profits, and such liabilities are excluded to the extent permitted by law.

7.10 Customer claims for damages due to use or outage of the device are excluded to the extent permitted by law.

7.11 FUJIFILM is not liable for the storage or continuous functionality of data or software that has been saved by the customer on devices, software modules or other parts or components which as part of the performance are replaced, updated or upgraded. The customer is solely responsible for data backups.

7.12 If the customer engages a third party for the maintenance and repair of the system concerned, prior, during or after FUJIFILM's performance, FUJIFILM assumes no responsibility for incompatibility or compatibility of the services or for resulting complications or damages.

8. OEM software

If the subject matter of the contract includes software from FUJIFILM, licensed software or software licensed from a third party ("OEM software"), it shall not be deemed acquired by the customer, but only licensed for use in or with the purchased item on a non-exclusive and non-transferable basis. Access rights and source codes do not constitute part of the delivery. The license terms and further general terms and conditions of the OEM software manufacturer, which will be provided to the customer on request. The customer accepts their validity by accepting the software.

9. Obligation to Cooperate

9.1 FUJIFILM is entitled to withhold or to interrupt the provision of services at the expense of the customer, if the device to be maintained or repaired or the premises are not available in an impeccable hygienic condition without risk of infection.

9.2 The customer shall grant FUJIFILM the time and access to the device needed to provide the services. In addition, the customer shall ensure that all the technical requirements for carrying out the work (e.g. electricity, water, heating, air conditioning, Internet access, etc.) are available at no cost to FUJIFILM. Electrical installations shall comply with applicable

regulations and standards.

9.3 If the customer has been granted a low price on replacement parts and accessories, which is based on the return of used parts to FUJIFILM, title to all components of the device configuration replaced by new or replacement parts will transfer to FUJIFILM upon completion of replacement, unless FUJIFILM has expressly waived its right in writing. A request for inspection of a used part must be made by customer to FUJIFILM immediately but not later than two weeks after completion of the exchange.

10. Disclosure Requirement

The customer shall immediately notify FUJIFILM of all complaints regarding product safety as well as serious incidents within the meaning of the Medical Devices Regulation to the extent if they are connected to the medical devices supplied or manufactured by FUJIFILM, even if they do not simultaneously constitute a warranty claim. Copies of notifications to authorities must be sent to FUJIFILM.

11. Disposal of Electrical Devices

11.1 If the customer sells the purchased item to third party commercial users, the customer personally undertakes to include appropriate provisions in the purchase agreement to ensure that the purchased item shall be duly disposed of at the end of its service life at the expense of the last commercial user. Customer thereby discharges FUJIFILM from a possible obligation by law to take back the product and from related third party claims.

11.2 If the customer omits to transfer this obligation, he shall undertake to take back and duly dispose of the delivered product after end of usage at his own expense and to dispose of it properly.

11.3 FUJIFILM's claim to transfer/indemnification through the customer shall not expire for a period of two years after the end of usage of the device. The limitation period begins with receipt of customer's written notice regarding the end of the usage.

12. Use of Customer Data

12.1 The customer acknowledges that FUJIFILM collects, stores, processes and transfers personal data necessary for or before the fulfilment of a contract in strict compliance with all applicable provisions, including the European General Data Protection Regulation (GDPR) and the FUJIFILM Privacy Declaration. In accordance with the Privacy Declaration Customer will receive a newsletter, unless unsubscribed by him. The FUJIFILM Privacy Declaration informs the customer about the data categories processed, for which purpose and based on which justification reason the processing is done, the recipients as well as the rights of the data subject and additional information in accordance with Art. 13 ff. GDPR.

The customer can find FUJIFILM's Privacy Declaration on the website: <http://www.fujifilm.com/hce/privacy-declaration.html>

12.2 In the context of support and maintenance or during warranty period, the customer ensures and is responsible that no patient data is visible for FUJIFILM staff. If it is unavoidable and patient data becomes visible for FUJIFILM, a data processing agreement (DPA) needs to be agreed. In case none is specifically agreed, the DPA as published on the website:

<http://www.fujifilm.com/hce/data-processing-agreement-dpa.html> applies.

12.3 The customer is responsible to inform his employees and representatives about the processing agreed in this paragraph.

13. Applicable Law, Place of Jurisdiction, Severability Clause

13.1 The legal relationship between the parties is exclusively governed by Swiss law, regardless of any conflict of laws provisions. The United Nations Convention on contracts for the international sale of goods (CISG) is not applicable.

13.2 Any disputes or claims arising out of or in connection with a contractual relationship governed by these GTC or any breach thereof, shall be submitted to the exclusive jurisdiction of the canton of Zug in Switzerland and each party hereby consents to the jurisdiction and venue of such court.

13.3 To the extent any contractual provision, including these GTC, be found for any reason invalid or unenforceable by a court or other competent authority, such provision shall be replaced by a valid provision most closely corresponding to the original intent of the parties. The remainder of the contract shall remain in full force and effect.

14. Export Control

14.1 Some products of FUJIFILM have been classified as dual-use products ("dual-use") in the sense of the Goods Control Act of 13th December 1996 and are subject to export control.

14.2 The customer is prohibited from exporting such products from the customs territory and to make them directly or indirectly available to third parties which plan to export the product for other than medical purposes or from which such action must reasonably be expected.

14.3 Products, software and/or technology of FUJIFILM may not be used for the disruption of international peace and security, including: (i) the construction, development, production, storage or other use of weapons of mass destruction, such as for example nuclear, chemical or biological weapons or missiles, (ii) other military activities or (iii) any use to support these activities.

