

1. Scope of application

1.1 These general terms and conditions of sale and delivery shall apply to all legal acts, such as but not limited to agreements regarding the supply of goods and the provision of services by CASSEL Messtechnik GmbH (hereinafter "Supplier").

1.2 Deviations from these General Terms shall only apply if agreed by Parties in a written contract or if Supplier has confirmed such deviations in writing. Herewith, the applicability of the general terms and conditions of the contracting party (hereinafter the "Buyer") are explicitly excluded.

1.3 In case of total or partial nullity or otherwise invalidity of one or more stipulations of these conditions, the other stipulations remain in force. Parties will draft a new provision in accordance with the spirit of these conditions.

2. Offer and agreement

2.1 Supplier reserves the right to withdraw from or terminate an agreement within 7 calendar days after acceptance of an offer only if (i) required internal approvals have not been obtained, (ii) export control or sanctions clearance is not granted, (iii) reasonable doubts arise as to Buyer's creditworthiness, or (iv) performance becomes impossible or commercially unreasonable due to circumstances beyond Supplier's reasonable control. In such event, Supplier shall not be liable for any indirect or consequential damages and shall promptly notify Buyer in writing.

2.2 Offers must be accepted within the period specified in the offer. If no period is specified, offers are valid for a maximum period of 30 calendar days after which the offer automatically becomes null and void.

2.3 All quotations and any subsequent orders and/or agreements are always conditional upon export approval (i.e. granting of a permit, a generic approval or otherwise) by the competent authorities, whether national or otherwise. If no such export approval is given, Supplier may terminate any and all agreement without any liability and/or obligation to reimburse costs.

2.4 Provided data and/or samples, to the extent that no specific guarantees are given, will be deemed informative and Supplier may deviate therefrom.

2.5 Supplier has the right to deliver Goods and/or Services with minor deviations provided that these Goods and/or Services have the same relevant features.

3. Prices, invoicing, terms of payment

3.1 Agreed prices at all times exclude packaging, taxes and costs for delivery and export clearance which will be mentioned separately (hereinafter jointly together with all costs and taxes the "Order Total").

3.2 Prices are in the agreed currency and exclude VAT, sales, excise and/or similar tax.

3.3 In the event the total production, purchase or sourcing costs of the Goods and/or Services increase by more than 10%, including but not limited to increases in the costs of raw materials, energy, freight, duties, labour or currency exchange fluctuations affecting Supplier's procurement, Supplier shall be entitled to adjust the offered and/or agreed price to the extent such increase directly affects Supplier's cost base for the relevant Goods and/or Services. Supplier shall, upon Buyer's reasonable request, provide a commercially reasonable explanation of the adjustment. If the adjusted price exceeds the originally agreed price by more than 10%, Buyer shall be entitled to terminate the affected part of the agreement by written notice within 7 calendar days after receipt of Supplier's price adjustment notice.

3.4 Unless otherwise agreed, payment of Order Total must be made by Buyer 30 calendar days from date of invoice. Invoices will be sent at delivery. Time of payment is of the essence.

a) Buyer may only set off or withhold payments on the basis of counterclaims that are undisputed, finally adjudicated, or ready for decision without further evidence.

3.5 In the event the execution of Supplier's obligations is delayed due to circumstances beyond its control, Supplier is entitled to invoice the activities which have already been performed.

3.6 If Buyer disputes any invoice or portion thereof, it shall notify Supplier in writing within 30 calendar days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

3.7 In the event of non-payment or late payment, Buyer shall be liable and Supplier may demand payment of the applicable statutory interest as well as all actual collection costs.

4. Delivery

4.1 Delivery will be in accordance with FCA (Free Carrier) Supplier plant, (Incoterms latest edition) unless otherwise agreed. Partial delivery is permitted.

4.2 Delivery of any Goods by Buyer to Supplier for repair, treatment or processing will be Duty Delivery Paid (DDP) Supplier plant, (Incoterms latest edition) unless otherwise agreed. This does not apply in case of a repair under warranty.

4.3 Packaging, including pallets and containers that are not included in the price shall remain the property of Supplier and shall be returned to Supplier at cost of the Buyer.

4.4 On delivery/performance the Buyer shall inspect the Goods and/or Services and perform the common entrance and quality checks and controls. Claims for visible transport damage, shortage or delivery errors must be noted vis-a-vis the carrier upon delivery and notified to Supplier without undue delay, and in any event within 7 calendar days after delivery. Visible defects detectable in the course of a proper incoming goods inspection must be notified to Supplier without undue delay after delivery. Hidden defects must be notified to Supplier without undue delay after discovery. Failing such timely notice, the Goods and/or Services shall be deemed approved with regard to the respective defect, shortage or deviation.

4.5 Delivery and/or performance dates, terms or periods take effect immediately after written confirmation by Supplier and fulfilment by Buyer of all agreed conditions such as but not limited to advance payment.

4.6 Any dates, terms or periods for the delivery of Goods or Services are non-binding estimates only, unless expressly designated by Supplier in writing as binding. Delay shall only occur after expiry of a reasonable grace period set by Buyer in writing. Supplier's liability for delay, if any, shall be limited to foreseeable and typical direct damage and shall in no event exceed 2.5% of the Order Total of the delayed part of the delivery.

4.7 Any dates, terms or periods for the delivery of Goods or Services will be extended if Buyer does not meet its contractual obligations.

4.8 If Buyer requests Supplier to postpone the delivery then Supplier is entitled to reimbursement of all subsequent costs (such as but not limited to storage costs and mobilization costs of personnel). Supplier shall jointly with the Buyer determine a new delivery date based on the internal production planning of Supplier. If such postponement exceeds 2 months from the original delivery date, Supplier shall be entitled to invoice the Order Total for the Goods ready for dispatch and/or the Services already performed.

5. Installation, commissioning and Services

5.1 The delivery of Goods does not include installation of the Goods unless expressly agreed otherwise in writing. Installation, site preparation and all related works shall be the sole responsibility of Buyer. Any technical advice, recommendations or support provided by Supplier in connection with installation shall be non-binding and shall not relieve Buyer from its responsibility for proper installation. Commissioning, maintenance, repair and other Services shall only be performed if expressly agreed. If commissioning and/or Services are agreed, clause 5.2 shall apply.

5.2 Before start of and during the performance of the activities:
a) The Goods as well as all parts and materials are for the risk of the Buyer after factual delivery FCA (Free Carrier) Supplier plant.

b) Buyer is responsible for the accessibility of its premises to ensure that installation and commissioning can be executed without the need for any further provisions or facilities.

- c) Supplier is not responsible for any foundations, civil work, demolition, and/or de-installation or removal of existing equipment.
- d) Buyer shall provide free of charge all necessary consumables and facilities such as but not limited to energy, water, air, tools, hoisting and craneage.
- e) Buyer shall ensure that all preparatory activities such as but not limited to civil, building and electro technical activities are finished timely.
- f) Supplier is entitled to use third parties for the performance of its obligations.
- g) Buyer shall ensure compliance with all applicable government regulations, safety requirements, and mandatory laws, including all country-specific licensing, radiation protection, and operational requirements for the use and operation of X-ray equipment. Buyer is responsible for obtaining and maintaining all required permits, approvals, and authorizations in the relevant jurisdictions. Specific requirements need to be specified in the order. The X-ray machines are designed according to German regulations in its standard.
- h) Buyer shall ensure that at the start of and during the installation and commissioning the Goods are timely available in the right place.
- i) Buyer guarantees that during the installation and commissioning of the Goods on Buyer's premise, Supplier can perform all necessary activities in a continuous motion or way without disturbance or interference. In case the activities are interrupted or delayed due to causes outside Supplier's control, the Buyer is liable to Supplier for all additional costs, including costs for (de)mobilization. Any agreed completion date shall be extended.
- j) Completion shall take place if and when the Goods are mechanically complete and commissioned and/or the Services are fully performed. The Buyer has the right to inspect the Goods and/ or Services at commissioning.
- k) Completion shall be documented in a completion certificate. Any observations and/or comments shall be mentioned. If Buyer uses the Goods for production, testing under operating conditions other than agreed acceptance testing, commercial purposes, or otherwise fails to participate in the completion procedure within 5 business days after Supplier's request, completion and acceptance shall be deemed to have occurred on the date of such use or expiry of such period, whichever is earlier.
- l) Aspects or shortcomings of minor importance which do not hinder or prevent actual operation of the Goods shall not prevent the Goods to be commissioned and completed. Any such aspects or shortcomings shall be made good by Supplier within a reasonable time.
- m) If and when commissioning and/or completion does not take place because of reasons outside Supplier's scope and/or responsibility, Supplier shall notify Buyer thereof in writing. In such case, completion shall be deemed to have taken place at the date of such written notice or, if later, the date on which Supplier was ready to perform completion.

6. Passing of title and risk

- 6.1 Subject to 6.2, title to and usage rights of the Goods shall transfer to the Buyer upon delivery.
- 6.2 For as far as permitted by law, Supplier retains ownership of all Goods until all amounts owed by the Buyer to Supplier under the business relationship are paid in full. Till then the Buyer is not entitled to pledge, assign by way of security or otherwise encumber the Goods. Resale in the ordinary course of business shall only be permitted subject to advance assignment to Supplier of the resulting receivables in the amount of Supplier's outstanding claims. Regardless of the aforementioned, the Goods will be for the risk of the Buyer after delivery. Until ownership of the Goods has passed to Buyer, Buyer shall keep the Goods in satisfactory condition and keep them insured against all risks.
- 6.3 If the Goods subject to the retention of title are assembled or combined with other items, and as a consequence the ownership of Supplier is lost, Buyer hereby transfers to Supplier the rights of co-ownership of the assembled or combined items up to the value of the Goods.
- 6.4 Where Goods in which Supplier has a co-ownership share are sold, Supplier is entitled to the resulting claim for payment of the

sales price up to the value of its co-ownership. Buyer hereby assigns such claim to Supplier.

6.5 If the retention of title set out in the foregoing provisions is not legally valid under applicable law, a security as most closely resembles the intended retention of title is hereby granted to Supplier.

7. Warranty

- 7.1 The applicable warranty period (hereinafter the "Warranty Period") is 24 months from the moment of delivery of the Goods.
- 7.2 Supplier warrants that full title to the Goods is delivered and the Goods are new, unused and, during the Warranty Period, free from defects in material, workmanship and design and are in accordance with the contractual specifications. Further, Supplier warrants that all Services are performed in accordance with sound engineering practice and due diligence. Services are not warranted to have a specific outcome.
- 7.3 Disclaimer of Warranty: Supplier makes no other warranty with respect to the Goods and Services, and disclaims any and all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, to the extent permitted by applicable law.
- 7.4 X-ray tubes, ceramics, membranes, sealings, wearing parts and glass parts are excluded from warranty to the extent defects result from normal wear and tear, operating conditions outside specification, or service life consumption typical for such parts. Warranty for xray tube: 10000 operation hours or 2 years, whatever occurs first.
- 7.5 Inspections, advice and/or similar services performed or given by Supplier are performed with due care and in accordance with sound professional practice; however, Supplier does not warrant a specific commercial or technical outcome unless expressly agreed in writing.
- 7.6 This warranty does not apply to defects wholly or partially caused by:
 - a) non-compliance with operational and/or maintenance instructions;
 - b) normal wear and tear;
 - c) defects that could have been detected with common entrance and quality checks and controls;
 - d) damage to or deterioration of the Goods as a consequence of improper or negligent storage, use or handling;
 - e) incorrect, faulty or incomplete information provided by Buyer to Supplier;
 - f) repairs made by Buyer or third parties;
 - g) use of spare parts, consumables or materials not supplied or certified by Supplier.
- 7.7 After first use, consumables and accessories are excluded from warranty except in case of defects already existing at the time of delivery and duly notified.
- 7.8 Software supplied and/or made available by Supplier is only warranted against defects that are substantial and prevent the actual use of the software and/or the Goods according specification. Any and all warranty is excluded in case software is not maintained, updated, and/or used or stored on hardware not suitable or specified for such use. In case of any defect, Supplier shall diligently pursue a solution in joint consultation with Buyer. Supplier does not warrant uninterrupted operation, compatibility with third-party systems except where expressly agreed, or freedom from minor defects not materially impairing use.
- 7.9 In the event a default occurs within the Warranty Period that could not have been detected with common entrance and quality checks and controls, Supplier is obliged to make good any such default by either, at its own discretion, repairing or replacing the Goods and/ or redoing the Services (hereinafter the "Make Good"). This Make Good obligation is sole and exclusive, is in lieu of and excludes any implicit and/or statutory warranty or guarantee and excludes any liability for further damages and/or costs sustained by Buyer as a consequence of such default in the Goods and/or Services.
 - a) Unless otherwise agreed in writing, the Supplier shall determine the appropriate method of remedy depending on the circumstances of the individual case, in particular whether the defect is remedied on-site, by remote support, or by return of the affected parts. The costs of the actual remedy of the defect (repair or replacement of defective parts) shall be borne by the Supplier.

All additional costs, including in particular:

- dismantling and reinstallation at the Buyer's site,
- travel time, travel expenses and working time of service personnel,
- express or special transport costs,
- costs arising from difficult access to the equipment or improper installation, shall be borne by the Buyer. There is no entitlement to on-site service, DDP delivery, express shipment or free remote support unless expressly agreed in writing.

7.10 After Make Good, the repaired or replaced part or the reperformed Service, will be subject to a new Warranty Period of 12 months from the date of Make Good. Any new Warranty Period is always subject to a final cut-off date of 24 months after original delivery and/or original performance of the Services after which no further or new warranty shall apply.

7.11 Any and all complaints regarding defects and /or not meeting a warranty or guarantee, must be made to Supplier in writing as soon as possible after discovery of the defect and, in the case of hidden defects, without undue delay after discovery. Buyer's rights in respect of defects are excluded if notice is not given in due time. To the extent permitted by applicable law, the limitation period for claims arising from defects shall be 12 months from delivery or, where acceptance has been agreed, from acceptance, except in cases of intent, gross negligence, fraudulent concealment, injury to life, body or health, and mandatory statutory liability.

7.12 If the access to the Goods is obstructed (e.g. because Goods are built in), the costs made in order to access the Goods are for account of the Buyer.

7.13 In the event the Buyer is not the end user of the supplied Goods and/or Services, the additional costs caused by the fact that the Goods and/or Services are not situated at the Buyer's location are for account of the Buyer.

7.14 If after investigation of reported defects, no such defects are found, Buyer shall be liable towards Supplier for any and all inspection or other costs made.

8. Dissolution, suspension and termination

8.1 If Buyer is in default with the performance of its contractual obligations, Supplier may, without prejudice to its other claims and rights under the contract, suspend further performance of its obligations for such time as it shall deem fit.

8.2 In the event Supplier has reasonable doubt regarding the payment capacity of the Buyer, Supplier is entitled to postpone all obligations under the contract until the Buyer has provided sufficient security or advance payment satisfactory to Supplier. Supplier may also suspend deliveries under other contracts with Buyer until all overdue amounts have been paid or adequate security has been provided.

8.3 In the event a Party does not meet its obligations within a reasonable period after being notified thereof in writing, the other Party is entitled to terminate the contract without liability for damages.

8.4 Supplier is entitled to suspend its performance of obligations or to terminate the agreement without any liability for damages in the event of withdrawal of operation, judicial settlement, liquidation, (application for) bankruptcy of the Buyer, and/or placement of Buyer or its country of residence on a sanction list.

8.5 In all of the above cases whereby Supplier suspends its performance of obligations or terminates the agreement, Buyer is liable towards Supplier for all direct losses, costs and expenses reasonably incurred by Supplier as a result thereof, including storage, financing, demobilization, cancellation and re-procurement costs, to the extent such suspension or termination was caused by Buyer's breach or sphere of responsibility.

9. Liabilities

9.1 Supplier shall only be liable for damages, payments, losses, costs, expenses and liabilities incurred by Buyer as a result of a breach by Supplier of its contractual obligations or any other legal requirements.

9.2 Any applicable statutory time limit for bringing a claim to Supplier, is shortened to 12 months after delivery of the Goods and/or performance of the Services save where a longer limitation period is mandatory by law or where liability arises from intent,

gross negligence, injury to life, body or health, fraudulent concealment, or mandatory product liability law.

9.3 Supplier's maximum liability arising out of or in connection with any agreement, delivery of Goods and/or performance of Services, whether in contract, tort or otherwise (including damages resulting from product liability), shall be limited to 100% of the Order Total of the affected delivery or service.

9.4 In no event shall Supplier be liable for any consequential, indirect, punitive or exemplary damages, including but not limited to loss of profit or turnover, loss of contract, downtime costs or claims from Buyer's customers, except to the extent such liability cannot be validly excluded under applicable law.

9.5 In no event shall Supplier be liable for, and Buyer shall indemnify Supplier against, any alleged or actual infringement of intellectual property rights if the underlying works, documents, drawings and/ or designs were provided, prescribed and/or advised by or on behalf of Buyer.

9.6 The above exclusions or limitations of liability apply not only in contract but also in tort or otherwise at law and shall apply notwithstanding any provisions to the contrary elsewhere in the contract.

9.7 No rights or remedies are conferred on any third party, other than the parties and their respective successors and permitted assigns.

9.8 None of the above limitations and/or exclusions of liability shall apply in case of intent, gross negligence, fraudulent concealment of a defect, injury to life, body or health, breach of essential contractual obligations to the extent mandatory under applicable law, or liability under mandatory statutory law, including mandatory product liability law.

9.9 This limitation of liability is a material basis for Supplier's willingness to enter into any agreement and reflects the intended allocation of risks between Supplier and Buyer, without which Supplier would not have agreed to provide the Products or Services at the price charged. Based on this limitation of liability, Supplier has obtained insurance cover in respect of its own legal liability for individual claims. Buyer is responsible for making its own arrangements for the insurance of any excess loss.

10. Buyer's warranty

Buyer represents and warrants that it shall not export, sell or supply, directly or indirectly, the Goods, technology and/or Services as supplied by Supplier, to or destined for end-use by any natural person or legal entity:

a) residing in a country that is targeted by national authorities or international authorities (such as United States of America, European Union, United Kingdom, Japan and/or United Nations), in particular but not limited to Cuba, Iran, North Korea, Sudan, Syria and Crimea/Sevastopol;

b) that is listed as a sanctioned person by national or international authorities (i.e. United States of America, European Union, United Kingdom, Japan and/or United Nations);

unless a specific permit has been granted by the subject authorities. Buyer shall, upon Supplier's request, promptly provide end-use and end-user information and any reasonably required export control documentation. Buyer shall indemnify and hold Supplier harmless from any losses, fines, penalties, damages, costs and expenses arising out of Buyer's breach of this clause.

11. Data protection

11.1 Responsibility for the data processed by each Party shall rest solely with the processing Party. Each Party guarantees towards the other Party that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. Especially, processing and protection of personal data shall be compliant with applicable laws and regulations, including but not limited to EU GDPR (General Data Protection Regulation).

11.2 Each Party shall further guarantee that the use, storage and/or processing of privileged information is confidential and handled in line with the applicable confidentiality and legal privilege rights and obligations.

12. Force majeure

12.1 Neither Party is liable for a breach of agreement if this is due to force majeure.

12.2 Force majeure shall mean any circumstance out of control of a Party which prevents lasting or temporary fulfilment of the agreement, as well as, to the extent not already included, war (including threat thereof), riots, strikes, lockouts, natural disasters such as but not limited to earthquakes, flooding, named storms or hurricanes, transport difficulties, fire, terrorism, pandemic (even if it has not been declared by WHO as a pandemic), bankruptcy of a supplier and other serious disruptions in the business of Supplier or its suppliers.

12.3 In case of inability to perform the contract due to force majeure on the side of Supplier, Supplier shall be entitled, without judicial intervention, to suspend the execution of the agreement for a maximum of 6 (six) months, or to terminate the contract in whole or in part, without being obliged to pay any compensation to Buyer.

13. Confidentiality and intellectual property

13.1 Parties shall keep confidential, both during as well as after the performance of its obligations, all commercial and technical information and know-how, such as but not limited to information on products, prices, customers and suppliers (hereinafter "Confidential Information").

13.2 All intellectual property rights on the Goods and/or Services made during the performance of any agreement and/or delivered by Supplier, including without limitation all copyrights, database rights, rights in design, rights in know-how, patents and rights to inventions, information, content, materials, data or processes (in all cases whether registered or unregistered and including all rights to apply for registration thereof) belong to, shall remain and/or shall become the property of Supplier. All bearers of intellectual property and/or Confidential Information shall remain or become the property of Supplier and, without its explicit consent, may not be copied, shown to third parties or used in another manner, whether or not any costs were paid by Buyer for the production or provision thereof. Buyer shall return any such bearers to Supplier on first written demand thereto.

13.3 Supplier is entitled to use the Buyer as reference only with Buyer's prior written consent, which shall not be unreasonably withheld or delayed, provided that no confidential information is disclosed.

13.4 If and for as far necessary, Supplier herewith grants Buyer a non-exclusive, non-transferable, non-sublicensable, revocable upon material breach, license to use the provided Goods and Services solely for Buyer's internal business purposes and only in connection with the intended use of the Goods and/or Services.

14. Miscellaneous

14.1 No waiver by Supplier of any of the provisions of these General Terms and/or any subsequent agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from any agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.2 If any term or provision of these General Terms and/or any subsequent agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.3 Provisions of these General Terms and/or any subsequent agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of these General Terms and/or any subsequent agreement.

15. Applicable law and competent court

15.1 These General Terms as well as any subsequent agreement or relationship between Supplier and Buyer, will be governed exclusively by and construed in accordance with the laws of Germany. Exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be

Göttingen, Germany, provided Buyer is a merchant, a legal entity under public law or a special fund under public law.

15.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG or Vienna Treaty) is excluded.