

1. General

The following General Terms and Conditions (“T&C”) are valid for all offers, sales and deliveries of all goods (“Products”) and/or services (“Services”) of HANAG STERILTECHNIK AG (“HANAG STERILTECHNIK AG”). Upon placement of the order, the purchaser (“Customer”) acknowledges the exclusive applicability of the present T&C. General terms and conditions or similar of the Customer only apply if HANAG STERILTECHNIK AG explicitly accepts them in writing.

2. Conclusion of Contract

If agreed in writing, offers from HANAG STERILTECHNIK AG are binding for the specified period of validity. In the absence of such, the offer is not binding and merely an invitation to the Customer to place an order. In any case, the contract shall be considered as concluded upon written confirmation by HANAG STERILTECHNIK AG (“Confirmed Order”).

3. Prices

Unless otherwise agreed in writing, prices are quoted exclusive of packaging and VAT. All ancillary costs incurred, e.g. for freight, shipping cost, insurance, costs for bank guarantees, site cleaning, export, transit, import and other permits as well as notarisations shall be borne by Customer. Customer shall also be liable for state, local sales/use/special taxes, levies, fees, custom duties and the like that are imposed in relation to Products and/or Services unless Customer provides an exemption certificate prior to shipment. For Services, the agreed prices apply to the work stipulated in the Confirmed Order. Services not expressly agreed are not part of the Confirmed Order.

4. Payment Conditions

Payments must be made by the Customer within 30 (thirty) days of the date of invoicing without deduction. Customer will have no right under this Agreement to withhold or offset any amounts owed (or to become due and owing) to HANAG STERILTECHNIK AG or any of its affiliates. Customer shall be deemed to have performed its payment obligation under any Confirmed Order when the amount invoiced is at full disposal of HANAG STERILTECHNIK AG in the agreed

currency. If Customer is in arrears with a payment of any amount due to HANAG STERILTECHNIK AG, or if HANAG STERILTECHNIK AG has reason to believe that Customer's payments will not be received in entirety or punctually, then HANAG STERILTECHNIK AG is authorised to suspend further fulfilment of the Confirmed Order until it has received adequate assurances. Otherwise, HANAG STERILTECHNIK AG is entitled to withdraw from the contract and to claim damages plus compensation pursuant to section 7 below. If Customer does not adhere to the agreed payment deadlines, then HANAG STERILTECHNIK AG may, without prejudice to any other rights, charge an interest of 8% per annum on overdue payments, from the due date until full payment is received.

5. Place of Delivery and Delivery Deadline

Unless otherwise stipulated in the Confirmed Order, all deliveries of Products are made DAP place of delivery pursuant to Incoterms 2020. The delivery deadline shall be deemed as met with the notification of the intent to deliver to Customer.

6. Default of Acceptance

In the event that the delivery of Products is delayed for reasons within Customer's control or Customer is defaulting on a preparatory act for a Service or a Product, then HANAG STERILTECHNIK AG is entitled to claim compensation for damages arising from this, including any additional expenditure (e.g. storage costs). HANAG STERILTECHNIK AG will charge fixed compensation for storage costs, amounting to 1% of the order volume per month, beginning with the notification of availability of Products and/or service month, but at least CHF 150. The right to claim for higher actual damage is reserved.

7. Cancellation

Either party shall have the right to terminate a Confirmed Order without cause, by giving the other party sixty (60) days written notice thereof. The cancellation of the Confirmed Order by Customer entitles HANAG STERILTECHNIK AG to claim compensation from Customer, in addition to other damages caused by the cancellation. If Customer terminates for Convenience or HANAG STERILTECHNIK AG terminates for cause any accrued or paid instalments under the Confirmed

Order shall be “deemed earned”. If the instalment amounts are not sufficient, Customer shall pay HANAG STERILTECHNIK AG’s actual costs to the day the notice to stop work is issued, including any reasonable and necessary expenses incurred by HANAG STERILTECHNIK AG with an addition of a 10 % (ten per cent) mark-up.

8. Transfer of Ownership and Risk

The transfer of risk of the Products to Customer shall take place according to the applicable Incoterms (see section 5). If shipment is delayed for reasons beyond HANAG STERILTECHNIK AG’s control, the risk is transferred to Customer at the original time intended for dispatch ex-works. From this time on, Products are stored and insured at the expense of, and at the risk of Customer. The ownership of Products shall only be transferred to Customer after HANAG STERILTECHNIK AG has received full payment, including costs such as interests, fees and expenses.

9. Special Provisions for Services

Customer is responsible for ensuring that all necessary arrangements for the proper provision of the Service have been made in good time at the place of use. This applies in particular to accident prevention, workplace equipment (e.g. tools, auxiliary staff) and on-site provisions (such as power supply, cranes, means of transport). If Customer is defaulting, section 6 applies. The same applies to waiting times, for which the Customer is responsible. HANAG STERILTECHNIK AG shall be entitled to reject the execution of a Service without being liable for damages on a case-by-case basis if, in the opinion of HANAG STERILTECHNIK AG, the repair is not feasible (for example replacement parts are no longer available) or a security risk exists. If Services of HANAG STERILTECHNIK AG are agreed after delivery of Products, the Products must be protected against any harmful influences. Before commencing the Services, HANAG STERILTECHNIK AG checks the Products for completeness and damage in the presence of Customer. Any damage found will be repaired at the expense of Customer, unless HANAG STERILTECHNIK AG has caused the damage. HANAG STERILTECHNIK AG shall be solely responsible for the careful execution of the Service.

10. Transfer of Rights and Obligations

HANAG STERILTECHNIK AG reserves the right to transfer rights and obligations under these Terms and Conditions and/or the Confirmed Order to third parties or have them performed by third parties.

11. Inspection, Acceptance of Products and Services

HANAG STERILTECHNIK AG inspects the Products prior to shipment to the usual extent. If Customer requests more extensive inspections, these must be agreed separately. Complaints must be notified in writing and submitted to HANAG STERILTECHNIK AG within 5 (five) days after delivery or execution for obvious defects. Hidden defects must be reported no later than 5 (five) days after their discovery, in any case within the warranty period according section 12 below. This also applies in the event of immediate onward sale of the Products by Customer. In case of timely compliant defects of Products or Services, within the responsibility of HANAG STERILTECHNIK AG, Customer has the right to have them rectified within a reasonable period.

12. Warranty

HANAG STERILTECHNIK AG guarantees that the Products comply with the agreed specifications as defined by HANAG STERILTECHNIK AG. The warranty begins with the acceptance of the delivery and ends, whichever occurs first, either (i) 12 months after installation/start up or (ii) 18 months after delivery, or according to manufacturer specifications, if any. If and insofar as the Products do, within the warranty period, no longer comply with the specifications, HANAG STERILTECHNIK AG shall repair the Products within a reasonable period at no cost for Customer. Customer will forfeit claims on the warranty prematurely when he, or third parties, make improper alterations or repairs to the Products, or if the Customer fails to inform HANAG STERILTECHNIK AG immediately after occurrence of the damage. Liability is explicitly excluded for normal wear and tear (especially consumable parts), deficient maintenance, non-observance of operating specifications, excessive operational demands, the use of unsuitable operating materials, chemical or

electrolytic exposure, construction or assembly work not performed by HANAG

STERILTECHNIK AG or a third party appointed by HANAG STERILTECHNIK AG, as well as due to other reasons beyond HANAG STERILTECHNIK AG's control. For parts subject to replacement or repairs a new warranty period begins. This warranty applies exclusively and in lieu of all other express, implied, statutory, contractual or other warranties, representations, terms or other provisions.

13. Limitation of liability

HANAG STERILTECHNIK AG's liability for all damages to or in connection with the Products and the use of the Products and/or Services is limited per occurrence to the direct damage caused to Customer and shall in no event exceed the sales value as agreed in the Confirmed Order. The liability of HANAG STERILTECHNIK AG for auxiliary persons is excluded. All cases of breach of contract and resulting legal consequences as well as all claims by Customer, no matter which legal grounds they are based on, are exhaustively regulated in these terms and conditions. In particular, all claims for damage compensation, price reduction, cancellation of or withdrawal from the contract that are not expressly named are excluded. Under no circumstances shall the Customer be entitled to claim compensation for damages not incurred to the Product itself, such as loss of production, loss of use, damage caused by third party software, loss of profit, pure economic loss or for any other damages. This exclusion of liability under this provision does not apply in case of intent or gross negligence by HANAG STERILTECHNIK AG and insofar as it is contrary to mandatory law.

14. Force Majeure

Neither party shall be liable to the other in any way for damages, losses, costs or expenses arising out of or in connection with delays, restrictions, disturbances or defaults in the fulfilment of obligations to the other party that are caused by circumstances beyond the reasonable control of the respective party, in particular by natural disasters, laws and regulations, official measures such as import, export, transit and payment authorisations or restrictions, orders or decisions of a court, epidemics, mobilisation, war, operational disruptions, accidents, labour conflicts, delays in the

these materials, shortage or failure of transport means, failure of facilities or essential machines, emergency repairs or emergency maintenance, failure or shortage of energy and water supply ("Force Majeure"). Notwithstanding the foregoing, the Customer's payment obligations under these T&C and/or Confirmed Order shall not be affected by a Force Majeure.

15. Intellectual Property Rights

HANAG STERILTECHNIK AG retains any and all intellectual property and other rights, title and interest, to and in diagrams, programs, program-modules software, sketches and other technical documents, presentations, training documents, brochures, catalogues, samples and other documents prepared by HANAG STERILTECHNIK AG in connection with the marketing and sale of the Products or Services (collectively "HANAG STERILTECHNIK AG Materials"). HANAG STERILTECHNIK AG grants Customer a limited, non-exclusive, worldwide, fully paid up, non-sublicensable, non-transferable (except together with the Products), revocable license to use the HANAG STERILTECHNIK AG Materials solely in connection with Customer's use of the Products or the Services in accordance with these T&C's and/or a Confirmed Order. All other rights, including without limitation to, to reproduce or distribute the HANAG STERILTECHNIK AG Materials, are expressly reserved. Customer expressly agrees not to reverse engineer the Products or components thereof or analyse the Products or the components thereof in order to determine their material composition.

16. Export Control

The Customer shall comply with the applicable export control law provisions. This includes applicable re-export provisions, including those set by an export control authority in an export license. The Customer shall provide HANAG STERILTECHNIK AG with appropriate information about the intended end-use of the goods to be supplied. Upon request by HANAG STERILTECHNIK AG, the Customer shall issue end-use documents and submit the originals thereof in the event that HANAG STERILTECHNIK AG itself is obliged in individual cases, to prove the end destination and end-use to the competent export

delivery of materials delivered by suppliers, defects in these materials or difficulties in acquiring control authorities. HANAG STERILTECHNIK AG shall not be in default of performance, if HANAG STERILTECHNIK AG is prevented from timely delivery owing to an application or authorisation procedure under foreign trade law. In such case, the agreed time for delivery shall be appropriately extended in accordance with the delay incurred by this procedure and all potential legal remedy procedures. If any export or transfer authorisation or other authorisations or approvals required under foreign trade law are not granted by the competent authorities or if any legal obstacles to the performance of the contract or supply arise owing to provisions of foreign trade law or embargo measures that have to be observed by HANAG STERILTECHNIK AG, HANAG STERILTECHNIK AG shall have the right to withdraw from the contract or individual supply obligations. In such case, all claims of the Customer – particularly claims for damages – shall be excluded. This does not apply to cases in which HANAG STERILTECHNIK AG is responsible for the refusal of the required authorization. In these cases, a claim for damages requires fault on the part of HANAG STERILTECHNIK AG. The limitation of liability from clause 13 shall apply.

17. Confidentiality and Data Protection

The Parties are obliged to treat all of the others party's personal data, information, trade and company secrets, know-how, inventions and developments, irrespective of whether subject to protection or not, it has become privy to within the context of contractual fulfilment as strictly confidential and to use them only for the purposes of the Confirmed Order. For all information in connection with the handling of the Customer's data, HANAG STERILTECHNIK AG refers to its separate privacy policy, which is available at HANAG STERILTECHNIK AG.com.

18. Severability Clause

Should provisions contained in these T&C be invalid in whole or in part, be impracticable or incomplete, then another provision resulting in an appropriate reconciliation of interests for both parties to the contract from a sensible, objective perspective will take its place or be used to close a loophole. Should individual provisions prove invalid, then the validity of the other provisions remains unaffected.

Applicable Law, Venue & Miscellaneous

The rights and obligations of the parties arising out of or in connection with these T&C and/or with a Confirmed Order are governed by Swiss law. The provisions in the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. All legal proceedings and court actions initiated shall be subject to the exclusive jurisdiction of the courts of Basel-Land. Deviations, amendments and supplements to these T&C, including subsidiary agreements, require the written form and the signature of both parties in order to be effective. In case of discrepancies between the different language versions of these T&C, the English version shall prevail.

Oberwil, April 2023