



GENERAL TERMS AND CONDITIONS

1 Scope of Applicability

- 1.1. Evolution Medtec S.R.L. (hereinafter "**EvoMed**") is a Romanian limited liability company, with its registered headquarters in Bucharest, at No. 1G 1 Decembrie 1918 Blvd., 1st floor, building 2, 3rd District, Bucharest Romania, registered with the Bucharest Trade Registry under no. J40//8547/2004, sole registration code (CUI) 16461876.
- 1.2. EvoMed goods, services and offers will be produced exclusively on the basis of these General Terms and Conditions (hereinafter "**GTC**") as set forth herein. These GTC will also apply to all future transactions even where they are not expressly agreed on again. Any (other) business or purchase terms and conditions generally used by the Client (as defined below) in its regular course of business shall not be applicable to any transaction undertaken with EvoMed even in such cases where the Client indicated such own terms and conditions upon acceptance of the contract and/or assumed that they would be recognized.
- 1.3. All changes and deviations from these GTC will only be binding where expressly stipulated in writing by EvoMed.

2 Definitions

Unless expressly provided otherwise in these GTC, the following terms, when written with a capital, shall have the following meaning:

- (i) "**Client**" shall mean the person or entity entertaining a pre-contractual and/or contractual relationship with EvoMed;
- (ii) "**Product(s)**" shall mean any product and/or service executed or provided by EvoMed at the Client's request and/or pursuant to a contractual engagement with the Client;
- (iii) "**Description(s)**" shall mean all plans, drawings, designs, illustrations, electronic data, calculations, instructions, processes, procedures, substances or materials, and other similar information or documents provided by the Client to EvoMed in order to present/explain the type of product and/or service the Client requests EvoMed to manufacture or provide. For avoidance of any doubt, EvoMed is not bound to take into account and/or implement the entirety of the provided Descriptions in respect of the actual finite product and/or service to be provided to the Client, if the research and/or production process(es) shall reveal that such Descriptions are not partially or fully achievable. The Client hereby acknowledges that EvoMed only has a "*best endeavors*" obligation to provide the Client with the Product(s) in a configuration (i.e. with the traits) that is the closest possible to the Descriptions, as understood by EvoMed, but which may not be totally in accordance with such due to practical constraints;
- (iv) "**Specification(s)**" shall mean the design and/or characteristics of the Product(s), to be created by EvoMed based on the Description submitted by the Client. For avoidance of doubt, the Specifications shall only include those traits of the Product(s) included in the Description received that EvoMed deems feasible to be incorporated/part of the finite Product(s);
- (v) "**Purchase Orders**" shall mean any written (on paper and/or in an electronic format) request, in



a format which may be previously imposed by EvoMed, issued by the Client and submitted to EvoMed for the execution and/or delivery of one or more Products;

- (vi) **“Quote”** shall have the meaning ascribed to this term under Section 3.1 of these GTC;
- (vii) **“Confidential Information”** shall mean any and all material information in whatever form, tangible or intangible, that is not generally known to the public that relates in any way to the EvoMed or the Client’s business activity, including (without limitation) trade secrets, provider and customer lists, concepts, techniques, research, technologies, processes, methods, systems, designs and business and development plans. The term “Confidential Information” also includes information in whatever form, tangible or intangible, that is not generally known to the public and that was provided to the Client by EvoMed or by the Client to EvoMed in connection with negotiations and other discussions leading up to the conclusion of the contract and/or that EvoMed or the Client designate as being confidential. Confidential Information does not include any information that the receiving party can prove:
- ✓ was publicly available at the time of its disclosure without any illegal act of such receiving party; or
 - ✓ becomes publicly known without any illegal act of such receiving party; or
 - ✓ following disclosure, becomes available to such receiving party, either directly or indirectly, from a source other than the other party, which source is not bound by any obligation of confidentiality in respect of such information.
- (viii) **“Ancillary Product(s)”** shall mean those Products which the Client has specifically requested (i.e. along with the Descriptions or by way of Purchase Order or otherwise) to be purchased on its behalf by EvoMed to be subsequently supplied to the Client with or without modifications/alterations or transformations to be executed by EvoMed in respect of such Products. In case material is provided by the customer, the responsibility for all reglementary aspects, (like CoC, REACH and ROHS), and for all design related consequences remain at the customer.

3 Offer and Conclusion of the Contract

- 3.1. Offers submitted by EvoMed by means of a quote of Products and their price (the **“Quote”**) are non-binding unless stated otherwise by EvoMed. Should the Client accept the Quote, they shall submit their orders by way of a Purchase Order which shall be binding on the Client. Purchase Orders shall only be binding on EvoMed after EvoMed issues an express written order confirmation. If the Descriptions are modified after an order is confirmed by EvoMed, a new Quote shall be issued.
- 3.2. Elaboration of the Quote will be based on the Descriptions provided by the Client. Based on such Descriptions, EvoMed shall create the Specifications of the Product(s) and shall submit such for the Client’s review and approval (such approval to be issued in a timely manner but no later than 20 working days from receipt of the Specifications). The Client will be responsible for the accuracy and timely provision of the Descriptions to EvoMed and, generally, for the order placed with EvoMed, in such a way that the order may be carried out in due time. The contract with the Client will be concluded only after EvoMed issues an express written



confirmation of the order.

- 3.3. Along with the Descriptions, the Client shall be obliged to inform EvoMed of all legal, administrative and other regulations which EvoMed shall be required to observe in carrying out the Client's Purchase Order.
- 3.4. In case the Quote is not accepted by the Client, EvoMed will exclusively be entitled to the ownership right and copyright to all plans, drawings, illustrations, calculations and other documents or deliverables conceived by EvoMed in elaborating the Quote and/or submitted to the Client prior to or along with the Quote. Said documents may not be passed or otherwise made accessible to third parties by the Client or any of its affiliates and must be returned to EvoMed without prior solicitation.
- 3.5. EvoMed employees and vicarious agents do not have the right to conclude ancillary agreements or make verbal guarantees going beyond the subject matter of the written contract. Therefore, the Client shall not rely on any such agreements or guarantees unless expressly confirmed in writing by EvoMed within 24 hours.

4 Prices and payment terms

- 4.1. The prices are net ex works (EXW) Bucharest Romania (INCOTERMS 2010), without VAT, duties, taxes, transport, packaging and insurance in the currency specified on the order confirmation. Should, at any time after the order confirmation, an increase in the price factors occur (e.g.: due to collective agreements, increases in material prices, currency exchange rate fluctuations above 3%, if applicable), the prices included in the Quote shall be no longer binding on EvoMed and EvoMed reserves the right to renegotiate such prices.
- 4.2. Unless otherwise expressly agreed, EvoMed invoices are payable to the full amount within thirty (30) days after invoicing. A processing fee (i.e. penalty) shall be charged for incomplete payments for each day of delay in accordance with those indicated in Section 4.5 hereinbelow. EvoMed reserves the right to first set-off the Client's older debts (if the case), independently of the instructions of the Client, and, in such case, EvoMed shall inform the Client of the type of set-off operated. Where costs and penalties are already incurred, EvoMed reserves the right to first set-off payment against the costs, then against the penalties and finally against the main debt.
- 4.3. Should the Client fail to comply with the agreed payment dates, they are considered to be in default from the due date. Should the Client delay payment, EvoMed shall be entitled to postpone the provision of any other Products. The invoices are due for payment even if the Client provides notification of defects.
- 4.4. Payment will be deemed to have been effected only after EvoMed is able to dispose of the amount. In the case of checks and/or acceptance of bills of exchange, payment will be deemed effected when the check and/or bill of exchange has been cashed.
- 4.5. When the Client registers arrears with payments, EvoMed will have the right to charge a penalty, to be calculated against the outstanding amount, of 8% above the basic interest rate



of the European Central Bank as default damage as from the respective date. Assertion of further-reaching damage compensation claims will remain unaffected by this.

- 4.6. Where EvoMed becomes aware of circumstances detrimental to the creditworthiness of the Client, in particular where a check or bill of exchange cannot be cashed, or payments are stopped, EvoMed reserves the right to declare the entire remaining debt immediately due for payment, even where EvoMed had accepted checks. In this case, EvoMed holds the right to demand advance payments or deposits with any additional costs to be charged to the Client and/or to postpone EvoMed performance under the contract.
- 4.7. The Client will have the right to set-off, retention or price reduction only in case the Client's counterclaims are *res judicata* or have been recognized in writing by EvoMed, even where complaints or counterclaims have been filed. The assignment of claims against EvoMed to third parties is only permissible with EvoMed prior express written consent.

5 Delivery Period. Delayed Delivery

- 5.1. The delivery period is specified in EvoMed written order confirmation. The prerequisite for its observance is the settlement of all business and technical issues between the contracting parties and fulfillment by the Client of all duties incumbent on them, included but not limited to obtaining the requisite official certificates and/or permits, payment of the agreed installments, letters of credit or guarantees.
- 5.2. The delivery schedule shall be automatically extended should EvoMed not receive from Client the information and/or input required for timely delivery or should the Client or EvoMed suppliers fail to deliver components, raw materials or any other deliverables to be used or needed for the manufacturing of the Products. Any claims for damages or penalties of any kind are excluded to the extent permitted by law. The delivery deadline will be deemed to have been observed where the Product has left the factory up to the lapse of the deadline or if readiness for dispatch has been declared. Where an inspection is to be carried out, the date of the inspection or declaration of readiness for inspection will be authoritative.
- 5.3. Unless otherwise agreed in writing, all sales are EXW Bucharest, Romania (INCOTERMS 2010). EvoMed may deliver Products in one or more consignments and invoice each consignment separately. EvoMed reserves the right to ship Products in advance of the agreed shipping date. If not agreed upon in writing, delivery time (period/date) is not of the essence.
- 5.4. If Client fails to notify EvoMed of any defect (non-compliance with Specifications, wrong quantity, wrong Product) of the Products at the latest within ten (10) working days after delivery, the Products shall be deemed accepted.
- 5.5. If shipment, delivery or inspection of the Products is delayed on request of the Client by more than one (1) month after notification of readiness for dispatch/inspection, the Client may, for every additional month commenced, be charged storage costs of 0.5% of the price of the Product(s), up to a total of 5%. The parties have the right to provide evidence that higher or lower storage costs have been incurred.



- 5.6. Where delivery is prevented, due to causes outside EvoMed's control, for more than three (3) months, the Client will have the right to rescind the contract in respect of the non-performed part thereof, after stipulation of a period of grace. In such a case where the Client rescinds the contract as previously stated, EvoMed is released from its duty and the Client hereby waives any and all rights to claim any damage compensation in relation therewith.
- 5.7. EvoMed has the right to make partial deliveries of Products.

6 Passing of Risk

- 6.1. The risk will pass to the Client as soon as the consignment is handed over to the shipper or has left EvoMed warehouse for shipment, even where partial deliveries are being made or where EvoMed has taken on additional services (*e.g.* shipping costs and delivery and assembly). Where an inspection is to be made, it will be authoritative for the passing of the risk. It must be performed immediately on the inspection date or after declaration of readiness for inspection. The Client may not refuse the handover in the case of a minor defect only.
- 6.2. Where shipping/inspection is delayed or cancelled due to circumstances for which EvoMed is not liable, the risk will pass onto the Client on the date of declaration of readiness for shipment/inspection. Transport insurance shall only be taken out by EvoMed at the express instructions and expense of the Client.

7 Retention of title

- 7.1. Up until fulfillment of all obligations (including up to date payment of all balance amounts), EvoMed is entitled to go against the Client immediately or at a time of its choice and shall reserve the right of ownership over all Products delivered to the Client (the "**Reserved Goods**"). Where the value of all Reserved Goods exceeds the amount of securities to which EvoMed is entitled to by more than 10%, EvoMed shall, at the request of the Client, release a corresponding portion of securities. EvoMed may choose the securities to be released.
- 7.2. The Client has the right to process and sell the Reserved Goods provided that they are not delayed. Processing or modification will always be performed for EvoMed as manufacturer but will not entail any duty for EvoMed. EvoMed will have a share in the ownership of the new item based on the ratio of the value of the Reserved Goods (*i.e.* the invoice value) to the value of the new item. Where the Client resells the item, Section 7.3 will apply accordingly. As long as the Product(s) have not been fully paid, the Client must store the Reserved Goods for EvoMed, properly and separately from his own property and the property of third parties, secure and insure them and label them as EvoMed property.
- 7.3. The Client must insure the Reserved Goods against the usual risks. If the Client does not prove that they have concluded said insurance policies, EvoMed reserves the right to conclude them at the expense of the Client. Any claims arising from resale or another legal ground (insurance, illegal deeds etc.) with regard to the Reserved Goods (including all balance amounts) are already being fully assigned to EvoMed by the purchase as a matter of precaution. EvoMed hereby grants revocable authorization to the Client to collect claims assigned to EvoMed for



EvoMed account in its own name. Said collection authorization can only be revoked where the Client fails to comply properly with his payment obligations towards EvoMed.

- 7.4. The Client may not pledge or assign the Reserved Goods as security. In the case of access by third parties to the Reserved Goods, in particular assignments and seizures, the Client must specify EvoMed ownership of the goods and immediately inform EvoMed in order to assert EvoMed ownership rights. Provided that the third party is not able to reimburse any court/out-of court fees, the Client will be liable.
- 7.5. In the case of a breach of contract by the Client, in particular in the case of delayed payment, EvoMed holds the right to take back the Reserved Goods following prior warning and the Client will be obliged to return them. If insolvency proceedings have been filed, EvoMed will have the right to rescind the contract and demand the immediate return of the Reserved Goods. Any rights of retention are excluded in this case.

8 Warranty

- 8.1. The Client has to inspect the Products supplied within ten (10) working days of receipt of delivery. If no written notification of defects is made during that time, then the Products shall be deemed to be complete, unobjectionable and approved with regard to visible defects, identity and quantity. The warrantee period for all Products is twelve (12) months as from the date of the passing of the risk of the respective Products or acceptance thereof. The Client hereby declares they understand and accept the limitation of EvoMed's liability in respect of the warranty granted for the Products. For avoidance of doubt, the aforementioned period shall not apply where the applicable law stipulates longer periods, in which case the respective longer period shall be applicable.
- 8.2. EvoMed provides a warranty in the case of material defects within the agreed warrantee period, excluding further claims, as follows:
 - 8.2.1. All the parts which EvoMed chooses to rectify free of charge or for which EvoMed provides replacement which proves to be defective on the basis of a circumstance prior to the passing of the risk. Detection of such defects is to be reported in writing to EvoMed immediately. Replaced parts will become EvoMed property.
 - 8.2.2. In case the Products present hidden failures that have not been observed by either party during the acceptance period of ten (10) working days, and that require rework, the Client will actively seek a direct communication with EvoMed, in order to reduce the cumulated damage. The Client must grant EvoMed the necessary time for all rectifications and replacement deliveries EvoMed deems necessary, otherwise EvoMed will be released from any liability for ensuing consequences. The Client will only have the right to rectify the defect themselves or have it rectified by third parties in urgent cases in which the Client's safety is jeopardized or for prevention of disproportionately grave damage and to demand reimbursement of the expenses thereby incurred. Provided that the complaint is justified, EvoMed will bear the costs of the spare parts, including shipping costs incurred by rectification or replacement. The Client has a right to rescission of the contract within the framework of the



statutory regulations where EvoMed fails to comply with a deadline stipulated for EvoMed for rectification of a material defect or provision of a replacement, excluding the statutory exceptions. Where there is only a minor defect, the Client will only have the right to a reduction of the contractually stipulated price. The right to reduction of the contractually stipulated price is otherwise excluded.

- 8.3. Warrantee claims by the Client are excluded in the following cases: unsuitable or improper use of the Products by the Client or third parties, defective assembly/operation by the Client or third parties, natural wear and tear, defective or negligent treatment, improper maintenance, unsuitable means of operation, chemical, electro-chemical, electrical or environmental influences, provided that EvoMed is not responsible.
- 8.4. Where the Client or a third party rectifies the Products or alterations are made to such Products without EvoMed consent, EvoMed will not be liable for the consequences.

9 Prohibited uses. Infringement of third-party rights

- 9.1. In addition to other prohibitions set forth herein, the Client is prohibited from using the Product(s): (a) for any illegal, unlawful or unauthorized purpose or to violate any laws by placing the order with the provided Descriptions (including but not limited to copyright laws); (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, state or nation regulations, rules, laws, or local ordinances; (d) to infringe upon or violate EvoMed intellectual property rights or the intellectual property rights of others; (e) to submit false or misleading information or to act in bad faith within the contractual relationship concluded with EvoMed. EvoMed reserves the right to terminate any agreement with the Client for violating any of the prohibited uses.
- 9.2. By default, EvoMed does not examine property rights. Therefore, when entering into the contract with the Client, EvoMed operates under the assumption that all intellectual property rights related to the Product(s), including but not limited to patents, patent-applications, trademarks, designs, are the property of or under the exclusive control and responsibility of the Client. Client represents, warrants and covenants to EvoMed that, except as explicitly set out otherwise in writing, none of the Descriptions, including any substance or material supplied by Client or its designee, to be used by EvoMed in the conception/design and/or manufacturing of the Products, infringes or misappropriates or will infringe or misappropriate the intellectual property rights or other proprietary rights of any third party. Client shall indemnify, defend and hold EvoMed harmless from and against any and all liability, damages, expenses, costs or losses resulting from any lawsuit or proceeding of any sort brought against EvoMed for infringement of any intellectual property rights (including but not limited to patents, patent-applications, copyrights, or trademarks) or for misappropriation or use of any trade secret(s) or for unfair competition arising from compliance by EvoMed with Client's Descriptions.
- 9.3. Where use of the Product entails infringement of industrial property rights or national copyright, irrespective whether independent of the Client's fault and/or actions or due to such, the Client will obtain the right for further use of the Product, at its own expense or shall request that EvoMed modifies the Product, in exchange of all additional costs as to be determined by EvoMed at its sole discretion, in such a way that there is no longer an infringement of an



industrial property right. Where this is not possible under economically adequate conditions or within an adequate period of time, the Client will have the right to rescind the Contract. In such a case, EvoMed also holds the right to rescind the Contract. Irrespective of the scenario: (i) the Client shall fully compensate EvoMed for all activities undertaken and services rendered in order to develop the Product up to the respective stage; and (ii) the Client shall assist EvoMed adequately with defense and hold EvoMed (including its subsidiaries, affiliates, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees) harmless against any and all claims or raised against EvoMed by any third-party in connection to eventual infringements of industrial property rights or copyright. For avoidance of any doubt, all defense measures including out-of-court settlements are to be conducted by EvoMed at the Client's expense.

- 9.4. The Client agrees to indemnify, defend and hold harmless EvoMed and its subsidiaries, affiliates, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the Client's breach of these GTC or the documents they incorporate by reference, or out of the Client's violation of any law or of rights of a third-party.

10 Liability

- 10.1. The maximum aggregate liability of EvoMed towards the Client, irrespective of the nature of the loss, purpose, or cause of liability, will only apply to the damages actually incurred by the Client (*damnum emergens*) and in any event will not exceed the price paid for the Product.
- 10.2. By entering into or, as the case may be, continuing a contractual relationship with EvoMed, the Client expressly agrees and accepts the limitation of liability of EvoMed as described herein.

11 Developments

If the development work of EvoMed does not result in a targeted result within the agreed period, despite EvoMed diligence and good faith, then EvoMed shall be entitled to withdraw from the contract without any liability.

12 Force Majeure

Unforeseeable operating stoppages at EvoMed or at any of EvoMed suppliers, delivery delays or delivery shortfalls caused by EvoMed suppliers or defects in raw materials, shortages in personnel, energy and raw materials, strikes, lockouts, difficulties in transportation procurement, traffic disturbances, official instruments or order, natural disasters like fires, floods or other catastrophic events; wars, acts of terrorism, military conflict or the threat thereof or any other event or circumstance not within the reasonable control of EvoMed, shall release EvoMed from EvoMed delivery obligation for the entire duration of this disturbance, and to the extent of the respective effect. If delivery is delayed for more than three months, each party is entitled, upon exclusion of all further claims, to withdraw from the Purchase Order in respect of the quantity of Products affected by the Force Majeure event. Further claims for damages are excluded.



13 Confidentiality

EvoMed and the Client agree to retain in strict confidence and not to disclose, divulge or otherwise communicate to any third party or entity any Confidential Information of the other party (or any of its affiliates), whether disclosed prior to, or after the start of EvoMed cooperation or of prior secrecy agreements. EvoMed and the Client further agree not to use any such Confidential Information for any other purpose, except pursuant to, and in order to carry out, these GTC.

14 Export

The Client is responsible for the meeting of all relevant domestic and foreign export regulations.

15 Work documents

Documents, auxiliary materials, tools and test programs, as well as IT data created by EvoMed for production purposes based on the Descriptions provided by the Client that are not invoiced to the Client represent production tools and are EvoMed property.

16 Applicable Law. Place of Jurisdiction

16.1. The legal relationship between EvoMed and the Client shall be governed by the laws of Romania. These GTC and any separate agreements whereby EvoMed provides Products shall be governed by and construed in accordance with the laws of Romania.

16.2. In any circumstance, the headquarters of EvoMed will be the exclusive place of jurisdiction for all disputes directly or indirectly arising from the contract unless another place of jurisdiction is mandatorily prescribed by the applicable law. However, EvoMed also holds the right to file any claims against the Client at the (main) headquarters of the Client, alternatively. The Client hereby declares they understand and accept the provision in respect of place of jurisdiction for dispute settlement.

16.3. In case of conflict, before approaching any jurisdiction, the parties will first seek a mutual amicable agreement. For such purpose the parties shall grant a thirty (30) day period. If an amicable settlement is not reached in such term, the parties are free to seek resolution of the claim before the competent forums as per the provisions of these GTC.

17 Severability

In the event that any provision of these GTC is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the GTC, and such determination shall not affect the validity and enforceability of any other remaining provisions. The invalid term may be replaced by a term which comes as close as possible to the economic purpose of the invalid term.



18 Miscellaneous

- 18.1. The rights and remedies of EvoMed are cumulative and not alternative. Neither the failure nor any delay by EvoMed in exercising any right, power, or privilege under the contract (i.e. including these GTC) or the documents in connection with such will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 18.2. A substantial change of circumstances from which the Client proceeds in the conclusion the contract, such as drop/increase of level of prices on the market for an operation similar to the transaction contemplated under the contract or change of corporate policy or financial status of the Client shall not create a basis for amendment or termination of the contract by the Client.
- 18.3. The Client confirms that these GTC have been negotiated and concluded between professionals and no rule construing ambiguities against a drafting party shall apply. Each party hereby expressly consents to each and every clause of these GTC including clauses which concern limitation of liability, right to suspend the performance of obligations, limitation of rights to raise exceptions, any such clauses which, if would not have been subject to negotiation, would otherwise be qualified as standard clauses under Art. 1.203 of the Civil Code.
- 18.4. Termination of the contract for any cause shall not release a party from any liability which at the time of termination has already accrued to another party.