

1. General, scope of deliveries

- 1.1. These general Conditions of Delivery shall apply to the sales of products and services unless otherwise separately and in writing agreed upon between Nextmed and the Buyer.
- 1.2. The scope of the delivery shall be determined by the written declarations made by both parties (order of the buyer and order confirmation by Nextmed).
- 1.3. Nextmed shall retain the absolute rights to property and absolute copyrights in the cost estimates, drawings and other documents; they shall only be made accessible to third parties with Nextmed prior consent.
- 1.4. All deliveries shall comply with the requirements of the applicable international standards if relevant for the safety of the deliveries. Deviations are permissible provided that the same level of safety can be obtained otherwise.

2. Prices, payment

- 2.1. Unless otherwise agreed in writings, prices are given in Euro and – at Nextmed discretion – are Ex Works EXW according to the Incoterms in the version applicable on the date on which the contract was concluded, in each case within the limits stipulated in clause 4 below.
- 2.2. Payment is 30 days net after invoice. In Italy Ri.Ba 30 days with cost of Ri.Ba emission at 5 €.
- 2.3. Minimum purchase order is 150 €.
- 2.4. Costs for transport insurance are not included in the prices.
- 2.5. Where the Buyer defaults in payment, Nextmed shall be entitled to claim interest on the amount due of 8% above the then applicable key interest rate set by the European Central Bank.
- 2.6. The Buyer shall not have any rights to set-off or retain payment unless his counterclaims are based on a legally binding decision, are not disputed, or are recognized by Nextmed.

3. Period of delivery, delivery

- 3.1. The period of delivery shall be determined by the order confirmation by Nextmed.
- 3.2. Adherence to the period of delivery shall be conditional upon the receipt on time of any of the documents to be provided by the Buyer, required authorisations, releases, clarifications, the adherence to agreed conditions for payment and other obligations.
- 3.3. The period of delivery shall be deemed to have been observed if the consignment is handed over to the first carrier during the agreed period of delivery. Where delay in handing over the consignment to the first carrier is attributable to the Buyer, the period shall be deemed to have been observed upon notification of readiness to dispatch within the agreed period. Returns against credit note shall be made in accordance with the price list in force at a particular time.
- 3.4. Where non-adherence of the period can be proven to be attributable to unforeseeable hindrances (war, strikes, lockdowns...), the period shall be extended appropriately.
- 3.5. Should dispatch of the consignment be delayed upon request of the Buyer or for reasons attributable to him, Nextmed shall be entitled to charge the Buyer, starting one month following the declaration of readiness to dispatch, a storage charge of 0.5% of the amount invoiced for each month commenced, with a total maximum of 5% of the value of the consignment ready for dispatch unless higher expenditures can be proven.
- 3.6. Partial deliveries shall be permitted unless they are of no interest to the Buyer.
- 3.7. Should it become impossible for Nextmed to carry out the agreed delivery, the general principles of the Italian Law shall apply.

4. Transfer of risk, transport insurance

- 4.1. The risk of accidental loss or deterioration of the item delivered shall pass to the Buyer immediately upon the goods being handed over to the first carrier.
- 4.2. If the Buyer requires so, and at the expense of the Buyer, Nextmed shall insure the consignment against loss and deterioration valid during transport. The Buyer shall without delay inform Nextmed of any damage detected.

5. Warranty for defects

- 5.1. Defective products upon delivery or within the warranty period as stated in the user manuals of the products have to be notified to the service centres of Nextmed which will handle the repair or replacement.
- 5.2. No warranty shall be given for used goods.
- 5.3. Any other claims on the part of the Buyer – irrespective of their legal basis – shall be excluded unless otherwise agreed hereinafter. Consequently, Nextmed cannot be held liable for damage occurring to items other than the

product itself; and in particular Nextmed shall not be made liable for loss of profit or any other financial loss of the Buyer.

- 5.4. The above exclusion shall not apply to damages arising from injury to life, the body or health caused by a negligent dereliction of duty on Nextmed.
- 5.5. Claims arising from material defects shall not apply to normal wear and tear or because of damage occurring after the passing of risk due to incorrect or careless treatment, excessive application, unsuitable operation media, inadequate storage or maintenance, poor construction work, defects with regard to the supply of power and water supply and other influences not prescribed by the contract. Nextmed shall not be held liable for inadequate modifications or repair work by the Buyer or a third party or any consequences thereof.
- 5.6. The Buyer shall fulfil his contractual obligations, in particular the agreed conditions for payment, even if he has notified Nextmed or its service centres a defect.

6. Foreign trade law

It is intended that the product delivered shall remain only in the agreed country of destination, in accordance with the offer/confirmation of order/sales contract. Where the item delivered is subsequently exported from the country of destination, the rules of Italian Foreign Trade Law and, should the consignment include parts from the US, the relevant provisions of the United States of America shall be observed.

7. Software

- 7.1. If Nextmed provides software with the products, Nextmed herewith grants the Buyer the permanent, non-exclusive and non-transferable right to use the software product in connection with the product with it has been delivered which, as long as the software remains unaltered and is used only for the purposes described in the product description.
- 7.2. Software and related documentation are proprietary know-how of Nextmed and cannot be disclosed unless otherwise separately and in writing agreed upon between Nextmed and the Buyer. The Buyer shall neither copy, de-compile nor back translate programs nor shall he extract parts from them.
- 7.3. The charge for the use of the software product provided together with the product is already included in the purchase price, unless otherwise agreed. Extensions to the performance of the product by means of software is subject to separate agreements and separate remuneration.

8. Traceability

- 8.1. The Buyer declares to adhere to the Article 25 of Regulation 2017/745 concerning traceability, for a period of 10 years from the last sold device. The Buyer keeps an appropriate level of traceability and cooperates with Nextmed and the Competent Authority to retrieve the economic operator which has purchased a specific device.