

GETINGE GOODS PURCHASING GENERAL TERMS AND CONDITIONS (GTC)

All goods procured by Getinge (GETINGE NETHERLANDS B.V.), its affiliates, or subsidiaries, ("**Getinge**") from Supplier shall be in accordance with the following terms and conditions:

1. PURPOSE AND SCOPE

- 1.1. The following Goods Purchasing General Terms and Conditions ("**GTC**") only apply to transactions that do not have a written agreement, duly executed by the legal representative of both parties and always attached to a Purchase Order ("**PO**") issued by a Getinge Legal Entity.
- 1.2. In the absence of a written agreement, duly executed by both parties, this GTC provides the Supplier with the legal terms and conditions, Getinge policies and general business guidelines of Getinge Purchase Order ("**PO**") with Getinge Legal Entity ("**Getinge**") duly identified in the PO for the goods described on the face of the PO.
- 1.3. In this GTC and any PO related to this document, Goods or Products shall be considered synonyms, meaning the items bought by Getinge in the scope of the contractual relationship with the Supplier.
- 1.4. In case of conflicts between the documents that constitute the agreement between the parties, it shall be interpreted following a priority order, as follows: (i) the main text of a written and duly executed Agreement (if any); (ii) these GTC; (iii) Getinge Business Partner Code of Conduct; (iv) Purchase Orders; and (v) the Supplier commercial proposal or quotation.

2. CONTRACTUAL DOCUMENT

- 2.1. The present GTC expressly governs and limits Supplier's acceptance to the terms of the PO presented by Getinge. Any different or additional terms contained in any proposal or agreement provided by Supplier, or response by Supplier to the GTC provided by Getinge, are void and do not form a part of the GTC unless such terms are expressly accepted in a written document such as an amendment or relevant document that formally changes the PO to the GTC, signed by authorized representatives of both Parties.
- 2.2. This GTC together with the relevant Purchase Order issued by Getinge constitutes the parties' entire contractual agreement and supersedes any previous oral or written representations, including but not limited to provisions in Supplier's quotations, proposals, acknowledgments, or other documents. When Supplier accepts Getinge's offer, either by acknowledgment, delivery of any Goods and/or commencement of performance of any custom work, a binding contract shall be deemed as formed. Such an Agreement is limited to these GTCs. Getinge does not agree to any proposed amendment, alteration, or addition by Supplier. Getinge is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these GTC. All costs incurred by the Supplier in preparing and submitting any acceptance of Getinge's offer shall be for the account of the Supplier.

3. PURCHASE ORDER

- 3.1. The Supplier shall reject or accept each PO within 2 (two) business days, but in any event by no later than 2 (two) weeks of such receipt. If Getinge does not receive the acknowledgment within 2 (two) days, and a confirmation within 2 (two) weeks following the date of the PO submission, Getinge shall be entitled to revoke the order, unless delivery has already been made within these 2 (two) weeks. The Supplier shall point out any mistakes and ambiguities in an order. Any deviation by the order from the order acceptance shall require Getinge's written confirmation (e.g., by e-mail, letter, etc.).
- 3.2. Supplier's written acknowledgment, the commencement of work on the goods, or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this GTC and the attached PO. All work is to be done and/or materials provided subject to an approved PO that is in the possession of the Supplier prior to the commencement of any said work.
- 3.3. No amendment, addition, modification or waiver of the PO or any provision of its terms and conditions shall be binding upon Getinge or Supplier unless it is in writing and signed by authorized representatives of both Parties.
- 3.4. Getinge may change or cancel a PO in whole or in part, giving a pre-notice to the Supplier, in writing, e-mails being accepted for this purpose. In this event, Getinge shall reimburse the Supplier for any proven actual costs and expenses incurred by the Supplier. The Supplier shall provide sufficient documentation for which the Supplier claims reimbursement.

4. FORECAST

- 4.1. A forecast, provided by Getinge, shall in no event be considered binding or be interpreted as an undertaking to purchase such amounts of the Products, except if formalized in a different way in a formal agreement signed by both parties, and signed by the legal representatives of Getinge and Supplier, as per its bylaws and corporate documents.

5. PRICE AND PAYMENT

- 5.1. **Price:** Unless otherwise stated in a written Agreement, the purchase price: (i) is the amount set forth in Getinge PO, as confirmed by the Supplier or a fixed price and no unilateral price changes are permitted (ii) is exclusive of VAT but inclusive of all other taxes and any duties applicable; and (iii) is inclusive of all storage, handling, packaging, and all other expenses and charges of the Supplier.
- 5.2. **Payment Standard Term:** Unless otherwise agreed, Getinge shall pay for the Products within thirty (30) days from the receipt of an undisputed and properly raised invoice.
- 5.3. **Invoices:** The invoice shall be sent to the Getinge e-mail address indicated in the PO and shall not be enclosed with the shipment. Unless otherwise directed by a Getinge representative, the invoice shall contain the following information: (i) the order number

indicated in the PO, (ii) the item number, and (iii) the Supplier's VAT number. Invoice shall be provided to and received by Getinge promptly after delivery, but in any event by no later than five (5) days thereafter.

- 5.3.1. Invoices shall be accompanied by any other supporting documentation reasonably requested by Getinge. No invoices shall be processed for Goods that do not comply with the requirements of the PO or GTC. Invoices shall not be deemed to be due and payable until the requirements set out in clauses 5.3., 5.3.1 and 5.3.2 are met.
- 5.3.2. An invoice shall only refer to one (1) PO.

6. TIMELY DELIVERY, LATE DELIVERY AND ACCEPTANCE OF GOODS

- 6.1. Unless otherwise specified in the Agreement formalized between the Parties or PO, the delivery terms for this GTC are DAP in accordance with INCOTERM 2020®.
- 6.2. All documents such as order confirmations, delivery notes and invoices shall contain the relevant PO number, Getinge and Supplier item numbers (and descriptions) and quantity. One delivery note shall only refer to one PO.
- 6.3. Title and risk of loss to Goods shall pass to the Getinge upon Delivery.
- 6.4. Delivery of Goods shall take place at the moment the delivery is made to Getinge's location and signed for by Getinge's designated employee, but such delivery shall not confer acceptance of Goods by Getinge. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or non-conformance shall relieve Supplier of any of its obligations or prevent a subsequent rejection of Goods by Getinge.
- 6.5. The delivery dates specified in the PO (or delivery Appendix) stated on any written communication between the Supplier and Getinge (including e-mails) shall be of the essence.
- 6.6. Supplier shall immediately notify Getinge in writing of any incident or cause which prevents delivery of Goods on the dates, specifying the reason for the delay and if possible, the estimated revised delivery date. If the Supplier fails to notify Getinge, Getinge shall be entitled to compensation for any additional actual, substantiated costs or expenses incurred by Getinge that could have been avoided if the Supplier had properly notified Getinge.
- 6.7. Supplier shall, at no extra cost to Getinge, take all necessary actions (including overtime work, urgent freight etc.) to reduce the delay period to a minimum and to mitigate the impacts thereof to Getinge.
- 6.8. If the Supplier foresees difficulties in materials procurement, production, or any other reason, which could prevent it from delivering on time, the Supplier shall immediately notify Getinge accordingly (via e-mail). This shall not, however, release the Supplier from its obligation to deliver on time.
- 6.9. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by Getinge in obtaining replacement goods of similar description and quality in the market. Getinge will make all efforts to replace the goods for the best price available. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Getinge's failure to provide the Supplier with adequate delivery instructions or any other instructions/supply that are relevant to the supply of the Goods.
- 6.10. The acceptance of a late delivery or service by Getinge shall not constitute a waiver of any claims for damages.
- 6.11. If deliveries are late on a repeated basis, Getinge shall be entitled to terminate the PO or the agreement, in whole or in part, without penalties.

7. PACKAGING

- 7.1. Supplier shall properly pack, mark, and transport the Goods in accordance with instructions by Getinge. The Supplier will provide adequate protection during shipment, handling, and storage as to prevent damage to or deterioration of the Goods. Supplier shall further provide all documentation required by Getinge, by the carriers involved and by the authorities of the country of destination.

8. QUALITY

- 8.1. Supplier shall be responsible for the quality of the Goods delivered to Getinge regardless of whether the Supplier manufactured or executed them itself or acquired them from a subcontractor. Goods shall conform to the requirements set out in the documentation, drawings, specifications and regulations provided to the Supplier and referred to in the PO.
- 8.2. Getinge shall notify Supplier in writing of any quality non-conformity detected by Getinge or its customers in Goods supplied by Supplier. Supplier shall promptly respond to a non-conformity report or similar document issued by Getinge and shall promptly investigate and inform Getinge of the cause of the nonconformity and the corrective measures taken to correct it. Any other changes shall be notified in writing to Getinge for information purposes.

9. CHANGES IN THE GOODS

- 9.1. Any changes to the technical specifications of the Products shall be subject to approval by Getinge before implementation. Changes might include production methods, material changes, designs, etc. that may affect the Product's characteristics or that may lead to that the specifications are not met.

10. WARRANTY

- 10.1. The Supplier warrants the Goods from the delivery date for a period of 24 (twenty-four) months (Warranty Period).

- 10.2. The Supplier warrants and guarantees that the Products are (i) free from any defects in production, workmanship and material, (ii) free from all defects in design (to the extent designed by the Supplier), (iii) fit and sufficient for the purposes intended by Getinge, and that the Products fulfill the specifications provided by Getinge or, if provided by Supplier, the specifications approved by Getinge.
- 10.3. The guarantees of the Supplier as stated above shall be in force until twenty-four (24) months from the date of delivery. The Supplier is also responsible for the Products' compliance with any requirements set forth in applicable law, regulations, trade standards applicable at the time of delivery and shall ensure that all necessary quality controls are made before delivery.

11. SPARE PARTS / AVAILABILITY OF PRODUCTS

- 11.1. Supplier will, for a period of fifteen (15) years after the last supplied Product, provide Getinge with spare parts for Products ordered under the terms of this Agreement. The Supplier will notify Getinge in writing immediately upon Supplier becoming aware of any obsolescence of such spare parts.
- 11.2. Supplier must notify Getinge in writing of the discontinuation of any Product or raw material related thereto at least twelve (12) months in advance of the last date on which Getinge can place a Purchase Order for such Product or raw material ("**Last Order Date**"). If Supplier is not aware of such discontinuation twelve (12) months in advance, Supplier will provide such notification within three (3) days of Supplier's becoming aware of such discontinuation. In addition, Supplier will provide Getinge with appropriate plans related to such Product or raw material, including but not limited to the configuration, performance and price of replacement Products or raw material (if any), and other plans to ensure continuous delivery of the Products. Getinge will be entitled to order such Products or raw material in any quantities on or before the Last Order Date ("**Last Orders**"). Supplier must deliver Products from the Last Orders within twelve (12) months of the Last Order Date.

12. COMPLAINTS AND DEFECTS

- 12.1. Products shall be considered defective if they are not in compliance with Sections 7-Packaging, 8-Quality and 9-Changes in the Goods or requirements as to type, quality, quantity, packing etc. as agreed between the parties and described in the PO or commercial proposal issued by the Supplier.
- 12.2. In the event of any defective or lacking Products, Getinge may, at its own choice and discretion and at the expense of the Supplier, demand remedy of the lack of conformity or shortage by either repair (including the right to perform its own repair), delivery of substitute or complementary Products or a reduction of the purchase price.
- 12.3. The Supplier is entitled to inspect the defective product at its own cost at the location of the Product. Supplier shall within five (5) working days from receipt of notice from Getinge, provide Getinge with a corrective action plan for Getinge's approval stating how and when the Supplier will remedy any defect in the Products. If the Supplier does not fulfill its obligations set out in the corrective action plan, or if no corrective action plan is provided within the above time frame, if the defect must be considered substantial or vital to Getinge, or if the defect is of repeated or serial nature Getinge may terminate without compensation to Supplier any agreement/PO by notice in writing to Supplier.
- 12.4. Pending remedy of the defective product by the Supplier or settlement of any claim, Getinge shall be entitled to set-off or withhold an equivalent amount due to the Supplier.
- 12.5. Nonconforming Products shall be made available by Getinge to the Supplier for pick-up for three (3) Working Days following notification of non-conformity. If the Supplier fails to collect the Non-Conforming Products within this period, Getinge shall ship them to the Supplier at the Supplier's expense.
- 12.6. In case there is a risk of production workflow disruption due to a Non-Conforming Product, if a sorting or rework operation is required at Getinge's site, and the Supplier cannot respond favorably, and Getinge is required to perform or subcontract such operation, all related costs, including, but not limited to, labor hours or rental of specific equipment, shall be charged in full by Getinge to Supplier.
- 12.7. Any Non-Conforming Product shall be subject to a credit note request by Getinge. The credit note shall be issued by the Supplier within thirty (30) days of the notice of non-conformity. Getinge will issue a new Purchase Order for replacement and, unless otherwise agreed between the Parties, Supplier shall replace the Non-Conforming Products within five (5) Working Days.
- 12.8. In addition to the above and regardless of which of the above-mentioned remedies Getinge requests, Getinge shall be entitled to compensation covering damages suffered by Getinge due to Goods being defective or lacking.

13. SUB-CONTRACTORS

- 13.1. The Supplier may not appoint sub-contractors for the performance of its obligations under the Agreement / PO without the prior written consent of Getinge. The Supplier shall ensure that its sub-contractors act in accordance with the Agreement / PO in all respects and shall remain fully liable for each sub-contractor's obligations as for its own.

14. LIABILITY

- 14.1. **Product Liability:** The Supplier agrees to hold Getinge harmless from and against all consequences of any and all claims, suits, actions or demands caused by death or by personal injuries or damage to any property or any other losses caused by a safety defect in a Product (which is not a direct result of the Supplier following Getinge's design requirements) asserted against Getinge directly or indirectly from any third party.
- 14.2. **General Liability:** In addition to all other remedies agreed between the Parties, the Supplier agrees to hold Getinge, and its affiliated parties, harmless from and against any and all costs, fees, penalties, damages, and all other liabilities and obligations

whatsoever arising out of any claim or damage which relates to (i) non-compliance by Supplier with any of its obligations under the PO and/or Agreement; or (ii) negligence or fault of the Supplier in connection with the design or manufacture of the Products.

14.3. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, GETINGE'S OVERALL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED IN TOTAL TO THE VALUE OF THE PO UNDER WHICH THE CAUSE OF LOSS OCCURRED.

15. INSURANCE

15.1. The Supplier warrants that it has reasonable insurance coverage, provided by a reputable insurer, for all general liability and all products liability that may arise in relation to the Agreement.

16. AUDITS AND INSPECTIONS

16.1. Getinge reserves the right to inspect the Goods (or any component thereof) and the Deliverables and/or perform audits to verify the quality systems of Supplier before, on or within a reasonable time after delivery at the destination, for conformity to the PO and applicable specifications. Signature of delivery shall not constitute Getinge's acceptance of the Goods. Payment for Goods made prior to a scheduled inspection and use of Goods for inspection purposes shall not constitute acceptance of such Goods. Getinge, at its sole option, may reject any, all, or a portion of the Goods if they are defective or non-conforming.

16.2. Any inspection, audit or other action by Getinge under this Section shall not affect Supplier's obligations under the PO, and Getinge shall have the right to further inspection at its discretion. Getinge retains any/all rights that it may have in law or equity as it pertains to Goods with defects, latent or otherwise, irrespective of the date of such discovery. Buyer is not required to, but retains the right, at reasonable mutually agreeable dates and times, to audit and/or inspect all Goods, plants, facilities and locations of Supplier, its Affiliates, sub-suppliers and/or subcontractors, to include but not be limited to Supplier's manufacturing or quality systems, which were used to provide Goods.

17. CONFIDENTIALITY

17.1. The Parties may not during the term of this GTC and all Pos related to this document as well as thereafter disclose to any third party any technical or commercial information pertaining to the other Party and shall not use such information other than for the agreed purpose. The Supplier undertakes to ensure that this provision is undertaken also by any subcontractor engaged by the Supplier for the production of Getinge specified products.

17.2. All non-public, confidential or proprietary information of Getinge, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Getinge to Supplier whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "**confidential**" in connection with this Contract is confidential, solely for the purpose of performing this Contract and may not be disclosed or copied unless authorized in advance by Getinge in writing. Upon Getinge's request, Supplier shall promptly return all documents and other materials received from Getinge. Getinge shall be entitled to injunctive relief for any violation of this Section.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Each party owns all right, title and interest in and to all intellectual property rights that (i) were either developed or otherwise acquired by a party before entering into this Agreement; or (ii) were or will be developed or otherwise acquired by a party outside the scope of this agreement ("**Background IP**").

18.2. The Supplier grants Getinge a royalty-free, irrevocable, non-exclusive world-wide license to use any of its Background IP included in the Supplier's Goods or Products supplied under this Agreement.

18.3. The Supplier warrants that Getinge's use of the Goods or Products supplied under this Agreement does not infringe a third-party's intellectual property rights in any country in which Goods or Products is provided or intended to be used and Supplier undertakes to indemnify and hold Getinge harmless from and against any liability to a third party arising from a claim that Getinge's use of Goods or Products supplied under this Agreement infringes such third party's intellectual property rights.

19. FORCE MAJEURE

19.1. A party is exempted from liability if it is prevented from performing its obligations due to circumstances beyond its control that could not have been reasonably foreseen or expected at the time of making the relevant undertaking or entering into the relevant agreement and the consequences of which the party could not reasonably have avoided or overcome, such as war, warlike hostilities, mobilization, flood or other circumstances of similar importance.

19.2. A party who wishes to invoke a circumstance referred to in this Section 19 shall inform the other party in writing as soon as possible. Each party is entitled to cancel any order or agreement by written notice to the other if the performance of the other party's obligations is delayed by more than three (3) months due to circumstances set forth in this Section 19.

20. GETINGE CODE OF CONDUCT

20.1. The Parties shall comply fully with and conduct their businesses by applying applicable laws, rules and regulations, including Getinge's Business Partner Code of Conduct (document available at "[business partners code of conduct-en-non-us.pdf](#) ([getinge.com](#))", and herein referred as "**BPCOC**"), the Getinge Legal Entity country legislation with which this Agreement is signed and executed, and any and all other jurisdictions globally, which apply to the Parties business activities in connection with this agreement, its appendices and ancillary documents. If there is any conflict between local laws and the BPCOC, Supplier shall immediately communicate Getinge, in writing via e-mail or formal notification, raising the conflict, and the Parties shall find

a joint solution to achieve the same result or a result that is close as possible of the purpose and practices of BPCOC, obeying the laws applicable to it.

20.2. Getinge BPCOC can be part of this Agreement in a printed version as an Appendix if needed and required by local laws to be an enforceable document. Otherwise, Parties can use the hyperlink to access it and contribute to CO2 and carbon reduction by not printing it.

20.3. For the purpose of the BPCOC, the Supplier may be referred to as "**Business Partner**" and covers all workers and entities that provide products or services to Getinge, or that are engaged or instructed to act for or on behalf of Getinge, such as e.g. suppliers (and sub-contractors if used while engaging with Getinge), consultants, distributors, agents and other representatives.

20.4. Supplier agrees to immediately give written notice to Getinge on any violation of the BPCOC or any of the compliance topics and policies described in the clauses below, including actions from subcontractors, promptly after knowing thereof.

20.5. **ESG**

20.5.1 Supplier acknowledges that Getinge has provided it with Getinge's written environmental, social, and governance standards as per detailed in the BPCOC.

20.5.2 During the term of this Agreement, both Parties shall conduct business in all material respects and shall ensure that its suppliers and subcontractors and any person under its control conduct business, in a manner compliant with the ESG standards as per the BPCOC and in compliance with all applicable laws, statutes, rules, and regulations relating to environmental protection, sustainability, human rights, workplace safety, bribery, corruption and corporate transparency.

20.5.3 Supplier agrees to provide to Getinge, in a format, using a method, and to a quality standard prescribed by Getinge, all data, documents and evidence required by the ESG standards, the BPCOC and all applicable laws and regulations, [including, but not limited to [SPACE FOR LOCAL REGULATION REQUIREMENT IF EXISTS]].

20.6. **ANTI-BRIBERY AND CORRUPTION**

20.6.1 Supplier specifically represents and warrants to Getinge that neither Supplier nor any of its officers or employees have been convicted or shall engage in any activity, practice or conduct that would constitute an offence under the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), the UK Bribery Act, and other applicable national or international laws antibribery corruption laws (herein simple referred as "**ABC Laws**"). Further, the Supplier shall comply with the anti-bribery and corruption international standards taking no action that will or has the potential to be considered a bribery or corruption act. [It must be reviewed by the local E&C and Legal Team to add the local laws and provisions to this condition.] Getinge can cancel any business with a Company or Individual politically exposed after all the Compliance screenings with no penalty applicable to any part.

20.6.2 Supplier represents and warrants to Getinge that no payment of money, bribery offering, providing, authorizing, requesting, accepting or receiving a financial or another advantage with the purpose of encouraging a person (private gain) to misuse her/his position (power) or provision of anything of value she/he has or will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons, to use their authority or influence to obtain or retain an improper business advantage for Supplier or for Getinge, or which otherwise constitute or have the purpose or effect of public bribery. In addition, the Supplier shall not engage in any conduct that would constitute commercial bribery, extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage with respect to any of Supplier's activities related in any way to the Agreement.

20.6.3 No person employed by the Supplier is an official of any government agency or a corporation owned by a governmental unit within the Territory and no part of any amount or consideration paid pursuant to the terms and conditions of this Agreement or any proceeds from the sale of the Products in the Territory shall accrue for the benefit of any such official.

20.6.4 Supplier will not pay or agree to pay, offer to pay or promise to pay, directly or indirectly, any funds or anything of value to any government official or employee (including healthcare professionals of state-owned, controlled or financed businesses and institutions), political party or campaign official, candidate for foreign political office, official or employee, including any healthcare professionals, of a public international organization, or any other person acting on behalf of any of the foregoing (each, a "**Government Official**") for the purpose of (a) improperly influencing an act or decision of such Government Official or improperly inducing such Government Official to use his or her influence or position to affect any act or decision of such government or instrumentality, (b) obtaining any improper business advantage, or (c) improperly obtaining or retaining business.

20.6.5 Supplier shall not, in the future, engage in conduct on behalf of Getinge or related to any work for Getinge that would violate ABC Laws or any other applicable laws or regulations.

20.6.6 The Supplier agrees to comply with all relevant compliance guidelines and as may be issued by Supplier from time to time and memorialized by the parties in writing (the "**Guidelines**") and to perform its obligations under this Agreement and conduct its business in compliance with the Guidelines and all applicable laws and regulations.

20.6.7 Without prejudice to clause 6 above, at the sole discretion of Getinge with a pre-notice of 30 days, the Supplier shall provide annual certification of compliance with applicable ABC Laws (e.g., Territory anti-corruption laws and regulations, FCPA and/or UK Bribery Act) in the format presented by Getinge, which can be through an electronic form and/or training.

20.7. **HUMAN AND LABOUR RIGHTS**

20.7.1 Supplier represents and warrants that it is in material compliance with, and requires its shareholders/partners, officers, directors, employees, agents and all subcontractors, consultants and any other person providing staffing for Goods required by this

agreement (collectively, such party's "**Representatives**") to materially comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including human trafficking and slavery and conflict mineral sourcing), environmental protection and sustainable development, including any legislation or regulation implementing the principles of observance of human rights and non-discrimination laws. Supplier shall not engage in any form of discrimination including, but not limited to gender, gender identity, race, ethnicity, religion, age, marital or parental status, disability, sexual orientation, nationality, political opinion, union affiliation, social background, HIV status, caste, veteran status or any other personal characteristics, disabilities or diversities protected by applicable law.

20.7.2 Accordingly, Supplier hereby undertakes, without limitation: (i) not to admit to employment, directly or indirectly, anyone below the minimum age as defined in the International Labor Organization Convention No.138 (ILO); (ii) not to apply, directly or indirectly, forced labor or any means of labor under duress; (iii) not to apply, amongst its employees, physical punishment, threats of violence nor any other means of duress or physical or mental abuse; and (iv) to avoid any kind of discrimination against or among its employees, meaning any distinction, exclusion or preference giving rise to duress or inequality based on race, color, sex, religious belief, political opinion, nationality, gender expression, sexual orientation, disability or any other personal, physical or social condition, or other status protected by law.

20.7.3 Supplier shall not accept the use of any form of corporal or physical punishment/harassment including deductions from wages as a disciplinary measure.

20.7.4 Getinge and Supplier each covenant to develop, establish and maintain a human rights due diligence process appropriate to their size and circumstances to identify, prevent, mitigate, and account for how each party addresses the impacts of its activities on the human rights of individuals directly or indirectly affected by their activities. Human rights due diligence hereunder may include implementation and monitoring of a remediation plan to address issues identified by due diligence that was conducted before the Effective Date.

20.7.5 Supplier is expected to use only minerals and metals that have been extracted and traded in such a way that does not contribute to human rights abuses, unethical business conduct (e.g., corruption), environmental damage or funding for conflicts.

20.7.6 Supplier shall at all times provide and maintain a safe working environment that meets or exceeds global standards and national legislation in line with local laws and guided by recognized management systems such as ISO 45001 and ILO Guidelines on Occupational Safety and Health. They shall work to prevent forced labour and child labour. Under no circumstances shall they employ a person younger than the country's legal minimum age. However, if child labour is detected, then the well-being and social situation of the child must be prioritized and addressed.

20.7.7 Each employee of Supplier shall not, on a regular schedule basis, be required to work a standard workweek of more than 48 hours per week or a total workweek of more than 60 hours (including overtime), except in extraordinary business circumstances. All employees are entitled to at least one day off in every seven-day (7) period. Supplier shall respect the freedom of their employees to lawfully form, join or exclude themselves from associations of their own choices concerning the relationship between the employer and the employees, and to bargain collectively.

20.7.8 If Supplier is found to be in breach of any of the foregoing provisions, Getinge expects that such breach is informed without delay. Getinge then shall take the measures it considers appropriate, which may include the suspension or termination of the PO or Agreement. Notwithstanding the above, in the event of a breach by Supplier of its obligations under this clause, at Getinge's discretion Parties may agree to a commercially reasonable cure period. Such breach shall be considered cured when Supplier has met the standards set out by Getinge and, if such breach is not cured within the period designated, or is incapable of being cured, Getinge may terminate this Agreement and may exercise any of its remedies as per this Agreement or applicable law.

20.8. DATA PROTECTION AND PRIVACY

20.8.1 The parties agree to comply with all applicable data protection and privacy laws. Getinge shall take appropriate measures to protect any personal data processed in connection with the performance of this Agreement in accordance with the BPCOC.

20.8.2 Unless the Parties agree otherwise, Getinge and the Supplier acknowledge that they shall be viewed as separate data controllers under applicable data protection laws. Each Party shall be responsible for its own processing of personal data. In case the Supplier processes personal data on behalf of Getinge, the Parties shall enter into a Data Processing Agreement ("**DPA**") in addition to the present Agreement.

20.9. EXPORT CONTROLS

20.9.1 The Supplier and Getinge shall comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. The Supplier also agrees not to export, re-export or transfer any software or technology developed with or using information, software, or technology offered by Getinge, in violation of any applicable laws or regulations of the competent authorities. Further, the Supplier shall neither use any Goods, services, information, Software, and technology offered by Getinge in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological, or chemical) nor carriers thereof nor supply military consignees.

20.9.2 Goods may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods require approval, Getinge requires an appropriate End-User-Declaration from the end-user stating the precise use of the Goods and including an informative company profile. Goods will be supplied exclusively for civil and peaceful purposes. With the PO, the Supplier agrees to comply with all applicable laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

20.10. AUDIT RIGHTS AND DUE DILIGENCE

- 20.10.1 The Supplier agrees to allow the Getinge to conduct independent audits, including possible access to relevant books and records, at any time. In addition, Getinge shall have the right to perform any due diligence review of the Supplier as may be required by Getinge upon renewal of this Agreement, and the Supplier shall notify Getinge if there is a change in ownership and/or management of the Supplier before such change is executed. Supplier further agrees that Supplier and its key employees shall: (i) take any training or obtain any relevant qualifications, and (ii) provide any information with respect to the Supplier or its individual or corporate stakeholders, including without limitation its operational and compliance-related practices, as may be requested by Getinge from time to time.
- 20.10.2 Supplier shall provide relevant information as well as be entitled to perform audits at Getinge's premises or sites regarding Getinge's proper fulfillments of the BPCOC. In case of deviations from the BPCOC and/or applicable laws and regulations, Supplier shall take corrective actions in accordance with and in cooperation with Getinge, upon agreed corrective action plans.

20.11. REPORTING MISCONDUCT

- 20.11.1 Supplier shall file reports of any suspected or observed violations or non-compliance to law or the BPCOC. The Getinge Speak-Up Line is available for all stakeholders to report suspected breaches of law or the BPCOC.

20.12. NON-COMPLIANCE REMEDIES

- 20.12.1 In the event of a material breach of this section, including the breach of the BPCOC, the non-breaching party may terminate this Agreement with immediate effect and pursue any available legal remedies.

21. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

21.1. Supplier shall comply with any provisions, representations, agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any PO. Supplier shall be required to obtain and pay for any license, permit, inspection, or listing by any public body or certification organization required in connection with the manufacture, performance, completion, or delivery of any good.

21.2. The Parties acknowledge that some or all the Products are classified as medical devices and that the Products must meet: (i) quality requirements applicable to the Products; and (ii) the requirements of applicable laws and regulations in order to be imported, marketed, distributed and sold in the Territory, such as but not limited to FDA - Food and Drug Administration in the USA, European MDR's, ANVISA – National Health Surveillance Agency and any other Ministry of Health, Healthy Agency and Public Administrative bodies in the country where the Products are commercialized. The Parties shall cooperate with each other to obtain any regulatory market authorization(s), registrations and any other regulatory requirements as applicable in order for the Products to be marketed and sold in the Territory.

22. MUTUAL INDEMNIFICATION

22.1. Supplier and Getinge each shall defend, indemnify and hold the other and its directors, officers, employees, assignees, agents, and affiliates harmless from any and all claims, demands, suits, obligations, liabilities, damages, losses and judgments, including costs and expenses related thereto (including reasonable attorney's fees), to the extent arising from actions or omissions of the indemnifying party, its employees, agents, contractors, suppliers or other representatives that include, cause or relate to: (i) the death or bodily injury to any person or damage to property on account of: (a) any alleged or actual defect, whether latent or patent, in any Good or Service (if applicable as part of the purchased Products installation or warranty) provided hereunder, or (b) the actual or alleged negligence or intentional misconduct of the indemnifying party or any agent, employee, subcontractor or consultant thereof; (ii) the indemnifying party's actual or alleged infringement of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right; (iii) any claims or liabilities for royalties, liens or any other encumbrances on the Goods supplied; (iv) any actual or alleged violation of the data confidentiality, privacy or security requirements of the PO or Contract; or (v) any actual or alleged breach of a Party's contractual or legal obligations to its employees, agents, consultants or subcontractors.

23. TERM AND TERMINATION

23.1. This GTC shall remain in effect during any time when Supplier is providing Goods to Getinge. Except as otherwise set forth below, this GTC shall expire according to their own terms upon provision by Supplier of the last of any Goods to Getinge.

23.2. Getinge or Supplier may totally or partially cancel the PO, without incurring any cost, by providing thirty (30) days' advance written notice to the defaulting party of the defaulting event, in any of the following cases: (i) material breach by the defaulting party of the PO; (ii) whenever either Party becomes unincorporated or is declared bankrupt, insolvent or in receivership; (iii) any legal situation which limits the capacity of either Party to manage or dispose of its assets and which negatively affects its compliance with its obligations under the PO (including but not limited to being unable to pay its debts, passing a resolution for its winding up or a court of competent jurisdiction ordering the Party to be wound up or dissolved, the appointment of an administrator or the making of an administration order or the appointment of a receiver or an administrative receiver).

23.3. Getinge may totally or partially cancel the PO or Contract, without incurring any cost, by providing thirty (30) days' advance written notice to Supplier in any of the following cases: (i) whenever, in the sole opinion of Getinge, delays in the manufacturing, assembly or delivery of Goods could prevent Getinge from meeting the delivery times, quality levels, requirements or material project deadlines specified in the PO; (ii) Getinge has determined in its sole judgment that the Goods do not meet expected standards of quality or efficacy or otherwise do not meet Getinge's reasonable expectations; (iii) in the event that there is a material change in Getinge's strategy, business plan, market assessment, risk assessment, financial condition, or other change which in Getinge's sole judgment requires termination of the PO; (iv) the event of a "**Change of Control**" of Supplier. For the purposes of this Clause "**Change of Control**" means the likelihood of one or more persons acting together taking the control of Supplier so that, in the reasonable opinion of Getinge, its interests are adversely affected. Such "**Change of Control**" shall take place when, after the direct or indirect acquisition of Supplier, Supplier belongs to the same group as the acquirer or acquirers of its shares according to applicable law.

24. NO GRATUITIES OR COMMISSIONS

24.1. Supplier understands that Getinge prohibits its employees, contractors and representatives from accepting gifts from Suppliers and prohibits its Suppliers from offering anything of material value to Getinge employees, contractors and representatives, as well as to third parties, in connection with its provision of Goods to Getinge. Supplier represents and warrants that it, including its agents, subcontractors or other representatives, has not given and will not give any material gift or gratuity, nor has it agreed and will not agree to pay any commission, bonus or other payment, nor provide anything of material value, to any of Getinge's employees, agents or representatives, nor to any third party, in connection with any PO. In the event of any breach of the foregoing provisions, Getinge may terminate the relevant PO and recover from Supplier any losses suffered by Getinge as a result of (i) such termination and (ii) the breach of any obligation under this paragraph, whether or not the PO has been terminated.

25. MISCELLANEOUS

25.1. This document (the GTC), and the PO constitute the entire understanding between the parties relating to the subject matter thereof, and no amendment or modification to the Agreement shall be valid or binding upon the parties, unless made in writing and signed by the representatives of both parties.

25.2. If any provision of this GTC or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon necessary and reasonable adjustment in order to secure the vital interests of the parties. The Supplier is not entitled to assign or transfer its obligations towards Getinge to any third party, including without limitation the obligation to procure and supply the Products. In case the Agreement is concluded in both English and another language, the English version shall prevail.

25.3. **Survival.** Sections 10 (Warranty), 11 (Spare Parts / Availability of Products), 12 (Complaints and Defects), 14 (Liability), 16 (Audits and Inspection), 17 (Confidentiality), 21 (Compliance with Laws and Other Requirements), will survive the expiration or termination (for any reason) of this Agreement.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1. The Agreement shall be governed and construed in all respects in accordance with the substantive laws of the jurisdiction in which the Getinge entity herein named as Buyer is located, without regard to its principles of conflicts of laws.

26.2. **Resolutions of Disputes.** The Parties shall first attempt to settle any and all disputes arising out of or in connection with or relating to the execution, interpretation, performance, or nonperformance of this agreement or any other certificate, agreement, or other instrument between, involving, or affecting the parties, including, without limitation, the validity, scope, and enforceability of this agreement (each, a "**Dispute**") through good faith negotiation before resorting to litigation. The Parties shall conduct and complete such good faith negotiation involving substantive participation by senior management for each Party within thirty (30) days of a Dispute notice, which shall set forth the nature of any dispute between the Parties. All Dispute notices shall be sent in accordance with the notice provision herein. Parties, upon written agreement, can adjust time limits specified within this Section 26.2 (Dispute Resolution).

26.3. **Equitable Relief.** Nothing in this Section 26 (Governing Law and Dispute Resolution) shall be construed to restrict either Party's right to seek and obtain injunctive relief in a court of competent jurisdiction, in the event a Party has breached or threatens to breach any of its obligations under Section 18 (Intellectual Property Rights) or Section 17 (Confidentiality).
