

1 Scope

All purchase orders (deliveries of goods and provision of services) and contracts of company **Contract Medical International, spol. s r.o.**, with its registered office at Vážní 848, Slezské Předměstí, 500 03 Hradec Králové, Česká republika, ID No. 25968335, entered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Entry No. 18003 ("Heraeus") are subject to the following General Terms of Purchase ("GTP") only. These GTP apply also to future purchase orders and contracts of Heraeus. Heraeus objects to general terms and conditions of the supplier which deviate from these GTP or the provisions of law as well as to any supplementary provisions in the terms and conditions of the supplier, except where Heraeus gives its express prior written consent to the applicability of the supplier's general terms and conditions. The supplier's general terms and conditions and/or any other conditions of supplier will also not become part of a contract between Heraeus and the supplier even if Heraeus, although being aware of the supplier's deviating or contravening terms and conditions, takes delivery of goods, accepts services or effects payment for such deliveries or services.

2 Offer and Formation of a Contract

2.1 All orders, agreements and changes shall be binding only if placed or confirmed by Heraeus in writing. All correspondence must be exchanged with the purchasing department of Heraeus.

2.2 Orders placed by Heraeus without a time limit for acceptance may be accepted by the supplier only within fourteen (14) days from the order date.

2.3 Quotations are binding and non-refundable unless otherwise expressly agreed in writing.

2.4 In case of any deviation or variance between the supplier's order confirmation and Heraeus' purchase order, a contract shall be formed only if the supplier has expressly advised Heraeus of the deviation and Heraeus has agreed to such deviation in writing.

3 Examination and Procurement Duties

3.1 Within the scope of its general and special professional knowledge, the supplier shall examine all drawings, calculations, specifications and other terms of reference provided by Heraeus for errors and inconsistencies on its own initiative and shall report to and clarify with Heraeus all concerns or objections, if any, promptly in writing.

3.2 The supplier hereby declares that it is ready to perform its obligations under the contract properly and in a timely manner.

4 Delivery; Supplier's Lien; Security in the Supply Chain

4.1 The period of delivery/performance specified by Heraeus in the purchase order is binding. If the purchase order does not specify such period, delivery of the goods or performance of the service, respectively, shall be effected within fourteen (14) days after the date of the purchase order.

4.2 If the supplier is unable to comply with the binding period of delivery/performance, set forth in clause 4.1, the supplier shall notify Heraeus promptly and advise a practicable date for the delivery/performance. In addition, the supplier is committed to notify Heraeus without request of any difficulties in delivery/performance which may arise, for any reason whatsoever, immediately after such difficulties have come to the supplier's knowledge.

4.3 The supplier is obligated to strictly comply with all instructions and requirements of Heraeus as regards mode of transport, forwarding agent, and shipping instructions.

4.4 All deliveries and services shall be effected DDP "Point of Use" (Incoterms 2020). If delivery is made to construction sites or directly to third parties, unloading shall be at the cost and risk of the supplier.

4.5 Partial deliveries are permissible only with the express written consent of Heraeus, which consent shall not be unreasonably withheld.

4.6 The supplier is committed to attach to each shipment a delivery note exactly specifying the contents of the shipment, the net weight per item, and the complete QAD purchase order number of Heraeus.

4.7 The unconditional acceptance by Heraeus of a late delivery or late performance does not constitute a waiver by Heraeus of any compensatory claims arising to it from such late delivery or late performance.

4.8 With regard to quantities, weights and dimensions, the figures determined by Heraeus during its incoming inspection shall be decisive, unless otherwise evidenced by the supplier.

4.9 The supplier shall provide reasonable assistance to Heraeus in obtaining preferential tariffs and other governmental benefits and submit to Heraeus all supporting records and documents, especially certificates of origin, which are requested by Heraeus for this purpose.

4.10 If any payment instruments, shipping documents, certificates of origin or tax vouchers and/or tax documents are missing, improper or incorrect, Heraeus reserves the right to refuse acceptance of the goods at the supplier's cost and risk.

4.11 If the supplier has agreed to carry out the installation or assembly, or in the absence of any agreement stating otherwise, the supplier shall bear all necessary expenses, such as travel expenses or tooling charges, unless otherwise agreed.

4.12 The supplier hereby declares that as of the date of the delivery of the goods to Heraeus, the supplier is a sole and exclusive owner of the goods which are free of any third-party rights or charges. In particular, the goods will be free of any security interest or right of lien and will not be subject to any retention of title clause for the benefit of any third party. Any contractual liens and reservations of title by the supplier are subject to a separate written agreement between Heraeus and the supplier.

4.13 The supplier shall give all organizational instructions and take all organizational measures, in particular in the areas of property protection, security of business partners, personnel and information, as well as in the areas of packaging and

transport, which are required to ensure security in the supply chain, for example by adopting the requirements of internationally accepted initiatives on the basis of the WCO SAFE Framework of Standards (especially AEO); in case of any ambiguity or discrepancy, the provisions of this GTP prevail over the provisions of WCO SAFE Framework of Standards. The supplier shall protect its deliveries of goods to and the performance of its services for Heraeus against unauthorized access and manipulation and shall have such deliveries and services performed by reliable personnel only. The supplier shall obligate any subcontractors commissioned by it to give corresponding instructions and to take corresponding measures.

4.14 The supplier represents and warrants that the goods do not contain any substances which are restricted by Directive 2011/65/EU (RoHS), that the substances which are contained in the goods and its use(s) are either already registered or not subject to registration in accordance with the Regulation (EC) No. 1907/2006 (REACH) and, if necessary, that an authorisation in accordance with the REACH Regulation has been granted. The supplier shall prepare the safety data sheet pursuant to Annex II of the REACH Regulation, if required, and provide them to Heraeus. If the goods delivered are to be classified as dangerous goods within the meaning of the applicable international rules, standards and guidelines, the supplier must notify Heraeus thereof no later than on the date of the order confirmation.

4.15 Heraeus retains title to, and ownership of, any and all items, such as substances, tools, materials and other items, which are provided by it to the supplier for manufacturing purposes. As long as they are not processed, any such items must be stored separately and insured at replacement value against loss and destruction at the supplier's cost. The processing, blending or combining (further processing) of any such items by the supplier is made on behalf of Heraeus. The same applies to the further processing by Heraeus of the goods delivered to it, so that Heraeus is deemed to be the manufacturer and obtains ownership of the product so manufactured.

4.16 Title to, and ownership of, the goods shall be transferred to Heraeus unconditionally and regardless as to whether the purchase price has been paid. If, in the individual case, Heraeus accepts an offer from the supplier for the transfer of ownership of goods which is conditional upon payment of the purchase price, the supplier's reservation of title shall lapse upon payment of the purchase price of the goods at the latest. In such case, Heraeus is authorized to resell the goods in the ordinary course of business also prior to the payment of the purchase price on the condition that Heraeus assigns to the supplier in advance the purchase price claims arising from such resale (application of the simple reservation of title extended to resale). In any case, all other forms of reservation of title are excluded, in particular the expanded and the assigned reservation of title, as well as the reservation of title extended to further processing.

5 Force Majeure

Acts of God, labor disputes, operational breakdowns through no fault or negligence of Heraeus, civil disturbances, actions by any governmental authority and other events or circumstances beyond Heraeus' control will entitle Heraeus - notwithstanding any other rights or remedies available to it - to rescind the contract in whole or in part if such circumstances or events continue for a significant period of time and result in a substantial decrease in Heraeus' demand.

6 Contractual Penalties

6.1 In the event that the supplier defaults in the timely performance of its duty to deliver/provide a service, Heraeus may claim a contractual penalty at the rate of 0.5 % of the aggregate contract value for each commenced calendar week of the supplier's default, but no more than 50 % of the aggregate contract value.

6.2 The contractual penalty pursuant to clause 6.1 shall be incurred as soon as the supplier defaults in delivery. The contractual penalty is immediately due for payment.

6.3 Heraeus may assert the contractual penalty in addition to its claim for performance of the supplier's duty to deliver. If Heraeus accepts the supplier's delayed performance, Heraeus may claim the contractual penalty also if it has not expressly reserved this right at the time of receipt of delivery.

6.4 The assertion of any further damage by Heraeus shall not be excluded, but the contractual penalty pursuant to clause 6.1 shall be set off against any such further damage.

7 Claims for Defects; Recourse and Product Liability; Insurance; Quality Guarantee

7.1 The supplier is responsible for the perfect condition of the goods delivered and the services provided and for the existence of warranted characteristics. The supplier is in particular responsible for the conformance of the goods and services to the state of the art (and for the highest quality of the goods and services), to the generally accepted technical and occupational health and safety regulations of public authorities and trade associations, and for the compliance of the goods and services with all applicable laws.

7.2 Heraeus will inspect the goods delivered and the services provided within fourteen (14) calendar days after passage of the risk of damage to the goods delivered or the services provided and, also, Heraeus will verify the parameters and quantity of the goods delivered and the services provided.

7.3 Any defects which are detectable via the goods inspection and via the services inspection will be notified to the supplier within fourteen (14) calendar days after such defects could be detected by the inspection.

7.4 Heraeus will notify the supplier of any hidden defects within fourteen (14) calendar days after such defects might have been detected by Heraeus if acting with sufficient care.

7.5 Any defect will be reviewed by the supplier at the place of performance (place of delivery). In that, Heraeus will provide the supplier with any necessary assistance.

7.6 Each instance of defective performance constitutes a substantial breach of contract and Heraeus's rights arising from defective performance are identical to rights arising from a substantial breach hereof.

7.7 If the supplier, within the scope of subsequent performance of the contract, remedies a defect by rectification or by delivery of a faultfree product, the statutory warranty periods will commence to run again.

7.8 If the supplier defaults in its duty of subsequent performance of the contract within a reasonable time period fixed by Heraeus without having the right to refuse such subsequent performance, Heraeus is entitled to itself remedy, or cause to be remedied by any third party, the defect at the cost of the supplier and to claim from the supplier an advance payment of the costs thereby incurred.

7.9 All costs arising to Heraeus from the supplier's delivery of defective goods or provision of defective services, especially travel and transport expenses, labor and material costs, and the costs of an incoming inspection exceeding the usual scope, shall be borne by the supplier. Any costs incurred by the supplier for the examination and rectification of defects (including any removal and installation costs) shall be borne solely by the supplier even if it turns out that there was actually no defect. Heraeus shall be liable to pay damages to the supplier for unjustified claims for remedy of a defect only if Heraeus has recognized, or grossly negligent failed to recognize, that no defect existed.

7.10 The supplier is obligated to indemnify and hold Heraeus harmless from and against any and all product liability claims, and from any loss or damage arising therefrom, if and to the extent that such claims are attributable to a defect in the goods delivered/manufactured or the services provided by the supplier. If a product liability claim under strict liability should be asserted or entered against Heraeus, the foregoing shall apply only if the supplier is at fault. If the cause of the loss or damage is within the responsibility of the supplier, the burden of proof shall rest on the supplier. The supplier shall refund also any and all necessary costs and expenses to the extent of the supplier's indemnity obligation, including the costs of bringing an action or the costs generated by a product recall. Heraeus will inform the supplier of the scope and content of such product recall to the extent practicable and reasonable.

7.11 The supplier is obligated to take out and maintain a product liability insurance with adequate coverage and to furnish proof of the existence of such insurance to Heraeus upon request.

7.12 The mutual claims of the contracting parties against each other become barred by the statute of limitations in accordance with the statutory provisions unless otherwise specified below.

7.13 If the supplier acts in breach of any obligation under this contract, the supplier will compensate Heraeus or any person to the benefit of whom the performance is to be provided for any damage so incurred. The obligation of damage compensation covers also (i) penalties and administrative or any other sanctions imposed by public administration authorities and (ii) any other harm incurred by Heraeus.

7.14 Quality Guarantee

7.14.1 The supplier will grant Heraeus a goods and services quality guarantee; during the quality guarantee period, the goods and services will keep parameters according to the contract.

7.14.2 The quality guarantee period is thirty-six (36) months from the date of the goods and/or services delivery to Heraeus, unless the parties agree in writing otherwise.

7.14.3 Any defect covered by the guarantee must be claimed by Heraeus no later than the end of the complaint period which is predetermined by the guarantee period stated in the clause 7.14.2.

7.14.4 The rights and obligations of the contracting parties under the quality guarantee will be governed with necessary modifications by the provisions of clause 7.5, clause 7.6, clause 7.7, and clause 7.8 hereof.

8 Infringement of Third Party Property Rights

The supplier warrants that no patent rights or other intellectual property rights of any third party are infringed by or in connection with the supplier's delivery of goods or provision of services, and the supplier will, upon first written request, indemnify and hold Heraeus harmless from and against any and all claims which are asserted or entered against Heraeus by any third party on account of the infringement of a patent or other property right. The supplier will reimburse Heraeus for all necessary costs and expenses arising to Heraeus out of or in connection with such third party claims. Irrespective of the foregoing, Heraeus shall be entitled to enter with any third party into agreements on the alleged infringement of property rights, especially compromise settlement agreements, also without the consent of the supplier.

9 Prices and Terms of Payment

9.1 The prices specified in the purchase orders or in the contract are binding. These prices include any and all services and ancillary services provided by the supplier (such as mounting and installation, for example) as well as all ancillary costs (such as packaging, transport and transport and liability insurance). The supplier shall take back packaging materials at the request of Heraeus.

9.2 All invoices must specify the QAD purchase order number of Heraeus, the exact description and quantity of the goods delivered or services provided, and the price per unit or quantity. All invoices must be sent to the address specified in the purchase order, together with handover protocol of the goods or services signed by Heraeus; an invoice without such handover protocol is incomplete.

9.3 Unless otherwise agreed between the parties, the agreed prices become due and payable within sixty (60) calendar days after full performance of the delivery and/or service (as well as acceptance, if applicable) and receipt of a proper invoice. If the invoice is paid within fourteen (14) calendar days, the supplier shall grant a 3 % discount on the net invoice amount (ie. Value Added Tax exclusive).

9.4 Heraeus may return any invoice without making the payment provided that such invoice does not contain the essential elements as required by generally

binding legal regulations, is incomplete or contains inaccurate information or has been issued in conflict with any period agreed herein. The invoice must be corrected or newly issued by the supplier with respect to the nature of any error in the invoice. In case of a legitimate return of an invoice, the maturity period is discontinued. The new maturity period commences upon delivery of the corrected or newly issued invoice to Heraeus.

9.5 Any invoice amount is considered settled when debited from Heraeus's account for the benefit of the account of the supplier.

9.6 There shall be no interest payable from the due date unless Heraeus is in default. The commencement of default in payment is generally governed by the statutory provisions. However, a written reminder for payment from the supplier is required in each case.

9.7 Rights of setoff and rights of retention as well as the defense of non-performance of the contract shall be due to Heraeus within the statutory scope and this GTP. In particular, Heraeus is entitled to withhold payments due for so long as Heraeus has claims against the supplier from incomplete or defective deliveries and/or services.

10 Industrial Property Rights and Know-How

10.1 All right, title and interest in and to any models, samples, drawings, software, documentations and other records as well as all right, title and interest in and to any materials, tools, production and testing equipment and know-how disclosed or released by Heraeus to the supplier shall remain vested solely in Heraeus. Any such items, information and documents must be treated as confidential and may not be transmitted to any third party, unless with the express prior written consent of Heraeus and unless such third party is bound by the same obligations of confidentiality.

10.2 All items, information and documents set forth in clause 10.1 must be returned to Heraeus, without request, immediately upon performance of the contractual obligation or when they are no longer required by the supplier. Any other use or disposal, whether in fact or in law, and/or any direct or indirect exploitation of such rights, items and documents by the supplier or any third party is expressly prohibited.

10.3 In the case of research, development, construction, engineering or other contracts covering the elaboration of a solution to a technical problem, all right, title and interest in and to any inventions made by the supplier in performing the contract as well as any patents to be applied for, already applied for, or granted on such inventions shall be exclusively due to Heraeus. The same shall apply to any new technical know-how which does not belong to the state of the art. At the request of Heraeus, the supplier will exploit inventions which are made by its employees. The supplier agrees and undertakes to notify Heraeus in writing of any such new technical know-how or employee invention within a period of six (6) weeks.

11 Heraeus Code of Conduct

11.1 The supplier agrees to fully comply with all legally binding rules and regulations, in particular with all applicable laws for the protection of fair competition, all export and import prohibitions in force, all applicable customs and tax regulations as well as all applicable legal regulations for the protection of the environment. Further, the supplier must not offer, promise or grant any benefits to employees of Heraeus as consideration for the preferential treatment in the procurement of products or services (bribery). Lastly, the supplier agrees to ban forced and child labor and to ensure for its own staff payment of wages in accordance with all applicable labor laws, appropriate working hours, safety at work and a non-discriminating working environment and, in the case of subcontracting, to also bind its subcontractors by the foregoing provisions.

11.2 Heraeus may terminate a contract without notice effective immediately if the supplier violates any of its obligations set forth in the preceding paragraph. The supplier shall pay to Heraeus a contractual penalty in the amount of 10% of the order value for each case of bribery to the detriment of Heraeus and for each violation of antitrust regulations to the detriment of Heraeus. The assertion of any further damage by Heraeus is hereby reserved, but the contractual penalty shall be set off against any such further damage. The supplier shall indemnify, defend and hold harmless Heraeus, its affiliates and their respective officers, directors, employees and agents from and against any claims, losses, damages, causes of action, suits, litigation, judgments, costs, and expenses (including reasonable attorney's fees), arising out of or in connection with the Supplier's violation of the obligations set forth in the preceding paragraph.

12 Miscellaneous

12.1 The place of performance for all payments between Heraeus and the supplier is the registered place of business of Heraeus.

12.2 The supplier may not assign any claim arising from contract, whether in full or in part, to a third party without the prior written consent of Heraeus.

12.3 In addition to the reasons arising from the Act No. 89/2012 Coll., Civil Code, as amended ("Civil Code"), Heraeus may withdraw from a contract on the following grounds: (i) the supplier is in delay with the goods and/or services delivery for more than three (3) calendar days; and/or (ii) an insolvency procedure has been initiated against the supplier under Act No. 182/2006 Coll., Insolvency Act.

12.4 Mandatory provisions of the Civil Code prevail over any trade usage.

12.5 These General Terms of Purchase and any agreement between Heraeus and the supplier shall be governed by and construed in accordance with the law of the Czech Republic, particularly the Civil Code, without giving effect to its conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

12.6 The place of jurisdiction, also for actions on checks and bills of exchange, shall be the domicile of Heraeus.

12.7 The supplier assumes the risk of change of circumstances and, as such, it has no right to seek renewal of the negotiations on the contract.