

(Version 01/2022)

MEDAS GmbH (hereinafter Seller)

Standard Terms & Conditions

The quotation to which these Terms and Conditions of Sale are attached (the "Quote") is an offer to sell the quoted services (the "Services") to the named purchaser (the "Buyer"), conditional on the Buyer's agreement to the terms and conditions set forth below and MEDAS GmbH agrees to sell the same only upon these terms and conditions. Except as specifically provided otherwise below, this document constitutes the entire agreement of the parties with respect to the purchase and sale of the Services and supersedes all prior understandings or agreements, whether written or verbal. No term or condition of Buyer's order inconsistent with the terms and conditions hereof shall be binding on MEDAS GmbH. Any additional or different terms, including but not limited to those on Buyer's purchase orders (the "Purchase Orders"), are hereby rejected by MEDAS GmbH and disclaimed by Buyer. Any amendment to these terms and conditions must be in writing, must MEDAS GmbH. Unless otherwise specified in the Quote, or unless withdrawn earlier by MEDAS GmbH, the Quote will expire thirty (30) days from the date issued.

1. Prices

(a) Prices in the Quote are in US dollars or Euro (please see commercial & delivery conditions), include packaging for domestic or international commercial shipment, as appropriate, and are exclusive of any other amounts including without limitation fees for export, special packaging, transportation and insurance, and are payable as per the Quote.

(b) Prices do not include any taxes, customs duties or tariffs. When MEDAS GmbH has the legal obligation to pay or collect any such taxes, duties or tariffs, the appropriate amount shall be paid by Buyer unless Buyer provides MEDAS GmbH with a valid exemption certificate. Buyer agrees to indemnify and hold MEDAS GmbH harmless for any liability for any tax, duty or tariff in connection with the sale, as well as the collection or withholding thereof, including penalties and interest.

2. Order Acceptance

Purchase Orders are subject to formal acceptance in writing (via email, by letter or fax) by MEDAS GmbH's contractual representative even if

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received elsewhere by a salesperson, selling agent or other representative. MEDAS GmbH will use commercially reasonable efforts to confirm or reject any Buyer Purchase Order within five (5) business days of receipt by MEDAS GmbH' contractual representative.

3. Payment Terms

a) MEDAS GmbH will invoice Buyer for each shipment. The amount invoiced will include the price of the Services plus all applicable taxes, fees, transportation, insurance, and other fees or charges. If all Service in Buyer's Purchase Order are not shipped at the same time, MEDAS GmbH will invoice Buyer at the time of shipment for the Services being shipped. Payments shall be remitted to: MEDAS GmbH

(b) Unless otherwise specified, payments are due thirty (30) days after the date of invoice.

(c) Any unpaid due amounts will be subject to interest at 1.5% per month, or, if less, the maximum rate allowed by law.

(d) MEDAS GmbH shall not be liable under any warranty stated herein if the purchase price has not been paid in full.

(e) MEDAS GmbH may offset amounts MEDAS GmbH owes to Buyer against amounts Buyer owes to MEDAS GmbH, whether under the same or a different Purchase Order.

4. Acceptance of Services

Acceptance of services shall occur immediately upon completion unless buyer provides written notification of non-conformity within 15 calendar days of completion.

5. Warranties Exclusive

o the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other remedies, warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise. MEDAS GmbH's warranties herein convey to Buyer and to the ultimate end user (the "End User"), but are not extended to any other third parties. MEDAS GmbH neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales, installation, maintenance or use of its Products or performance of Services. Replacement Products assume the warranty status of the Product being replaced and have no separate or independent warranty of any kind. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, MEDAS GmbH MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE.

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MEDAS GmbH SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY. MEDAS GmbH's, OR ITS AFFILIATES' OR ITS SUPPLIERS' TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES UP TO BUT NOT TO EXCEED THE PURCHASE PRICE OF THE SERVICES. IN NO EVENT SHALL MEDAS GmbH BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES, LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ANY SPECIAL, INDIRECT, RELIANCE, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY REGARDLESS OF THE REASON. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER GENERAL DIGITAL PRODUCT DEVELOPMENT & SOFTWARE SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The disclaimers of warranty and limitations of liability set forth herein are an essential element in setting the product price. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply or fully apply to Licensee.

6. Buyer Change Order & Cancellation
Any and all changes to Buyer's Purchase Orders must be provided by written (paper-based or electronically transmitted) notice from Buyer. Any change order increasing the purchase quantity is subject to acceptance by MEDAS GmbH contractual POC.
7. Cancellation for Default
MEDAS GmbH may, upon written notice to Buyer, cancel any or all Buyer Purchase Orders effective immediately if:
 - (i) Buyer fails to perform any material obligations and such failure is not remedied within fifteen (15) calendar days after notice has been given;
 - (ii) Buyer fails to pay for purchases in accordance with the terms stated herein;

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(iii) Buyer: ceases doing business as a going concern; makes an assignment for the benefit of creditors; is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or insolvent debtor; files a petition seeking for itself any reorganization; or consents or acquiesces in the appointment of a trustee, receiver or liquidator; or

(iv) any proceeding seeking involuntary reorganization, or similar relief is filed against Buyer which is not dismissed within thirty (30) days after filing, or if any trustee, receiver or liquidator of Buyer or any substantial part of its business assets or properties is appointed without MEDAS GmbH's consent or acquiescence and such appointment is not vacated within thirty (30) days after such appointment. Any cancellation pursuant to this clause will be in addition to and not in lieu of any other remedies available to MEDAS GmbH at law or in equity.

8. Governing Law

MEDAS GmbH functions as per the law & regulations of the European Union. More information can be found here https://ec.europa.eu/info/business-economy-euro/doing-business-eu/contract-rules/digital-contracts/digital-contract-rules_en