1 DEFINITIONS

1.1 Vendor: company, partnership or individual that provides goods or services to one or more members of the Agito group of companies.

1.2 Agito Medical: means Agito Medical A/S and any member of its group.

2 PURPOSE AND SCOPE

2.1 PURPOSE

2.1.1 Agito Medical is legally required to meet specific quality and environmental regulations and has made further commitments to undertake its business in a more sustainable manner.

2.1.2 This Vendor Agreement applies to all purchases of goods or services made by Agito Medical from time to time from the Vendor, unless the parties have otherwise agreed in writing to the contrary.

2.2 PRECEDENCE.

2.2.1 If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Agreement, the Vendor will meet the most stringent standard.

2.3 ENVIRONMENTAL RESPONSIBILITY

2.3.1 The Vendor shall ensure that its operations comply with all applicable environmental laws and regulations, including those relating to (but not limited to) climate change, waste disposal, emissions, discharges, and hazardous and toxic material handling.

2.3.2 The Vendor will ensure that the goods supplied to Agito Medical, including any packaging materials, inputs and components incorporated into such goods, comply with all applicable environmental laws and regulations.

3 QUALITY REQUIREMENTS

3.1 ALL VENDORS SHALL

3.1.1 Only use individuals who are suitably qualified and experienced to perform services for Agito Medical and, if requested, provide Agito Medical copies of training records and certification of all such individuals.

3.1.2 Notify Agito Medical of changes in the product and/or service being purchased so that Agito Medical may determine whether the changes will affect the quality or the ability of the purchased product to meet specified purchase requirements.

3.1.3 Not assign, transfer, or delegate any of Vendor's rights or obligations under this Agreement or any part thereof, without prior written consent from Agito Medical.

3.1.4 Ensure that any subcontractors comply with the requirements of this Vendor Quality Agreement. Vendor shall remain liable for the acts and omissions of any subcontractor as if they were their own.

3.1.5 Cooperate with Agito Medical in relation to Vendor's performance under this Vendor Quality Agreement or any commercial contract, including responding in a collaborative manner to any Vendor Corrective Action Requests result of identified poor performance.

3.2 **FOR PARTS ONLY / PARTS AND REPAIR ONLY VENDORS: VENDOR SHALL**

3.2.1 Provide Agito Medical with functional parts that:

a) correspond with the description;

b) are of satisfactory quality and fit for any purpose held out by the Vendor or made known to the Vendor by Agito Medical, expressly or by implication, and in this respect Agito Medical relies on the Vendor's skill and judgement;

c) are free from defects in design, material and workmanship;

d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2.2 Provide Agito Medical with the exact part number and exact revision without changing or altering the part from manufacturer specifications.

3.2.3 If the Vendor is not the manufacturer of the goods the Vendor shall inform Agito Medical of any changes and/or deviations from the manufacturer's specifications.

3.2.4 Offer traceability in all Vendor parts, providing historical part, including sourcing, and/or repair information about the items purchased.

3.2.5 Investigate any return by Agito Medical of any item provided by Vendor due to a defect, failure or damage.

3.2.6 Share the results of any complaint investigation with Customer within fifteen (15) days of receipt of a defective or failed item from Customer.

3.3 FOR SERVICE/REPAIR ONLY VENDORS: VENDOR SHALL

3.3.1 Ensure that any service/repair work on affected systems will not change the original specification and function set by the manufacturer.

3.3.2 Provide Service Reports upon completion of service/repair.

3.4 TRAINING ORGANIZATIONS ONLY: VENDOR SHALL

3.4.1 Communicate any loss of training certification to Agito Medical immediately.

3.5 AUDIT

3.5.1 Agito Medical may audit a Vendor upon reasonable advanced notice during normal working hours at any time but not more than once per year, unless Agito Medical has reasonable suspicion that the Vendor's performance under the contract or this Vendor Quality Agreement is in breach of their material obligations.

4 BREACH, REMEDIATION AND TERMINATION

Where Agito Medical becomes aware of any violation (actual or prospective) by the Vendor of the Agreement, Agito Medical may terminate any agreement or contract with the Vendor by immediate written notice for:

4.1 any breach which is incapable of remedy,

4.2 where the Vendor fails to remedy a breach capable of remedy within 30 days of receipt of a written notice to do so.

This is a representation of an electronic record that was signed electronically and this page is the manifestation of the electronic signatures.

Signatory Table

Action Name	User Name	Title	Signature Date
Send for Review (Written By)	Ignacio Bernal	Q&R Specialist	28-Oct-2026 13:27
Review	Janka Kelenyi	Q&R Programs Manager	28-Oct-2026 14:12
Send for Approval	Ignacio Bernal	Q&R Specialist	29-Oct-2026 13:02
Approve	Ioana Larsen	Head of Q&R	29-Oct-2026 13:08
QA Approval	Ignacio Bernal	Q&R Specialist	29-Oct-2026 13:20
Sign Training Completion	Ignacio Bernal	Q&R Specialist	29-Oct-2026 13:21

* Dates are displayed according to the system time zone: (GMT+01:00) Central European Standard Time (Europe/Copenhagen)