

Pertaining to the delivery and use of the Ayus concept and the IN 300 device and to the participation in the International Inuspherese® Network of Ayus Medical Devices AG.

1. General

These General Terms and Conditions («GTC») are binding in the agreement between Ayus Medical Devices AG (hereinafter also «AMD AG») and the customer. Other terms and conditions of the customer, such as in partnership or purchase agreements, shall only be valid if they have been expressly accepted in writing by AMD AG with reference to these GTC.

2. Proposals and Orders

AMD AG's proposals are valid for 30 days from the date of the offer. A binding contract is only concluded, if an offer is confirmed by AMD AG in writing or if AMD AG fulfils such an offer by delivery of ordered goods or by carrying out ordered services without reservation. The sending of the invoice shall be deemed to be a written order confirmation. If, after written confirmation of the order and before delivery of the ordered goods or the carrying out of ordered services, there is a significant deterioration in the financial and/or liquidity situation of the customer, or if such circumstances, which already existed at the time of conclusion of the contract, only become known subsequently, AMD AG reserves the right to withdraw from the contract and to claim damages if the customer is not prepared to, at AMD AG's discretion, either perform simultaneously quid pro quo or to provide collateral or to make an advance payment. Orders placed by the customer shall be executed at the net price which is stated in the price list valid on the day of order intake. The prices are excl. VAT and possible charges. If intended by the law VAT and charges shall be additionally invoiced. Deliveries within the EU to customers with a valid VAT ID are carried out tax-free in accordance with the Fiscal Code of Germany §4 No. 1a UstG (Reverse Charge). Export deliveries to countries outside the EU are carried out without VAT and the customer is responsible for the import, import VAT and any customs clearance as well as observing any regulatory requirements, and bears any related costs.

3. Shipping and Transfer of Risk

The delivery of goods is generally made including packaging as quickly as possible after the date of order confirmation or receipt of payment in the cases of advance payment from a warehouse of AMD AG according to the information on the order confirmation. The shipping costs shall be borne by the customer, unless otherwise agreed. The delivery time will be confirmed by AMD AG for each order. AMD AG reserves the right to make partial deliveries or substitute deliveries that are reasonable for the customer. 14 days after the order confirmation the customer is entitled to request in writing that AMD AG delivers within a reasonable period of time. This reminder puts AMD AG in default.

Upon request, express deliveries and special requests with regard to packaging or transport route are possible against reimbursement of the additional costs and with extension of any delivery periods.

Subject to other agreements Incoterms 2020 Ex Works (EXW) are applicable for all deliveries. Upon request AMD AG can handle the export customs clearance at the expense of customer. In cases where customer handles export customs clearance, customer is obliged to hand over or to make available to AMD AG proof of export satisfactory to AMD AG. The first commissioning of the devices at the business venue of the customer or at the destination of the devices will be carried out by a technician commissioned by AMD AG, confirmed through signing of an acceptance report by customer.

4. Payment

AMD AG's invoices are due and payable net within 10 days of the invoice date. After expiry of the payment period customer is in default, without the need of a formal payment reminder from AMD AG. Deliveries outside Germany and Switzerland are to be paid in advance. All payments by the customer shall be deemed to have been made on the oldest outstanding debt and shall be offset against this. Repayment terms of the customer deviating from this are inadmissible. The customer may only offset undisputed or legally established claims. If the customer defaults on a due payment, all outstanding invoices shall become due immediately. In addition, default interest will be charged at the statutory rate for payments which customer has defaulted on. In the event of default in payment, AMD AG shall be entitled to postpone the delivery of further ordered goods and the provision of ordered services until all outstanding invoices have been paid in full or, at AMD AG's discretion, to withdraw from the contract. AMD AG expressly reserves the right to claim damages in this case.

5. Retention of Title

The goods shall remain the property of AMD AG until the purchase price has been paid in full, insofar as this is permissible under the law in whose jurisdiction the goods are located. AMD AG is entitled to enter the retention of title into the concerning register, insofar as such an entry is necessary for the validity of the retention of title. If the law of the jurisdiction in which the goods are located does not permit a retention of title but allows the seller to reserve other rights to the goods, AMD AG may exercise all rights of this kind. The customer undertakes to cooperate in all such measures of AMD AG to secure credit and in particular to conclude corresponding supplementary agreements.

6. Warranty and Liability

Obvious defects must be reported to AMD AG in writing immediately after receipt of the goods or before the first commissioning by a technician, and in the case of hidden defects immediately after their discovery. The return of goods always requires AMD AG's prior written consent. With signature of the acceptance report after the first commissioning by a technician, customer approves of the goods and services in the condition as recorded therein. For defects occurring before the first commissioning through no fault of customer, customer only has the right of rectification or where necessary the right of delivery of replacement parts and their installation, whereby AMD AG bears the cost for the rectification and the delivery of replacement parts and the installation thereof. If the rectification or the delivery and installation of replacement parts is not possible or fails, customer has the choice to reduce the compensation or, if not only immaterial defects exist, to withdraw from the contract.

For defects that occur after the first commissioning of ordered goods and services AMD AG grants customer a limited warranty of two years. The warranty is limited to the delivery of replacement parts, whereby customer has to bear the

costs of delivery and installation of the replacement parts. The reduction of the compensation, the withdrawal from the contract and the rescission of the contract are expressly excluded.

The warranty period for replacement parts is limited to six months. Warranty cases do not trigger a new warranty period. Defects or damage caused by improper use are not covered by the warranty. The prescribed safety inspections (hereinafter STK) as well as maintenance on the delivered equipment must be carried out or commissioned at the time intervals specified by AMD AG at the expense of the owner/user. Should the owner/user not be able to prove to AMD AG upon request that he/she had the STK and maintenance carried out properly, all warranty claims against AMD AG lapse.

Any further warranty or liability is excluded as far as legally permissible unless AMD AG, its legal representatives or fulfilment agents are guilty of gross negligence or intent or AMD AG culpably violates essential contractual obligations. Liability in the event of injury to life, limb or health as well as under the mandatory applicable liability provisions for medical devices and product liability shall remain unaffected.

7. Change of Contractual Partner/Assignment

AMD AG is permitted to transfer its contractual rights and obligations to a third party with full discharge of debt. The customer declares his consent to disposals of AMD AG's rights arising from this business relationship.

8. Resale and Maintenance of Network Integrity

The direct or indirect commercial resale of AMD AG's products is not permitted. Deviations from this require AMD AG's express written consent. In the case of IN 300 INUSpherese® devices and successor models, AMD AG has a general right of repurchase in the event of closure of the site or sale of the practice or devices of the owner at that time. This also applies to partial sales. A takeover by third parties requires the written consent of AMD AG in any case. This also applies in the event that a new practice partner joins the practice. The use of the IN-300 device always remains bound to the Network agreement and with that to the scientific findings of the Ayus Expert Network and to the contract partner of the Network agreement, in the case of corporations to the concluding party in persona. A violation of the guidelines of the Network agreement or of the Ayus Expert Network also entitles AMD AG to repurchase the devices. The prices for the buyback are staggered as follows: In year 1 after purchase (order confirmation) a deduction of 50% of the purchase price, in years 2-4 after purchase a deduction of 15% p.a. of the purchase price. In years 5-7 after purchase, the device still has a symbolic value of € 1200.00 when fully operational and € 500.00 thereafter.

9. Data Protection

In accordance with § 28 GDPR and other applicable data protection laws, AMD AG objects to any commercial use and disclosure of its data. The customer gives his consent to the use of personal data within the scope of § 28 GDPR and other applicable data protection laws. Data may also be passed on to commissioned service partners (logistics partners) or other third parties.

10. Severability Clause

If any provision of these GTC is or becomes void, invalid or unenforceable, the remaining provisions of these GTC shall not be affected thereby. The parties agree to replace the void, invalid or unenforceable provision by a valid and enforceable provision which, in the view of the parties, comes as close as possible in economic terms to the purpose of the void, invalid or unenforceable provision. Any loophole in the GTC shall be closed in a corresponding manner.

11. Miscellaneous and Place of Jurisdiction

AMD AG expressly reserves the right to change the present GTC at any time and to put them into effect without notice. The current version will be sent to the customer together with the order confirmation and can be called up at any time on the website of AMD AG (<https://ayus.health/en/devices/AGB>).

In case of discrepancies between the German and the English version of these GTC, the German version prevails.

The legal relationship shall be governed exclusively by Swiss substantive law (excluding the conflict of laws rules, the United Nations Convention on Contracts for the International Sale of Goods and the Hague Sales Convention).

The place of jurisdiction is Zug, unless the law provides for a mandatory place of jurisdiction.

12. Contact

If you have any questions about these GTC, please contact:

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