

TERMS AND CONDITIONS OF SALE AND DELIVERY

Nordic MV ApS & Nordic MV Transport ApS

Effective from 01-09-2023.

Nordic MV ApS and Nordic MV Transport ApS (hereinafter referred to as "the Seller") provides project management, removals of imaging medical systems, transportation and logistics for crated and uncrated medical systems, and storage of imaging medical systems (hereinafter referred to as "the Service").

1. SCOPE

- 1.1 These Terms and Conditions apply to the Seller's sale and delivery of the Service to the Customer. The Seller and the Customer are jointly referred to as the Parties.
- 1.2 Unless otherwise explicitly agreed upon in writing by the Parties, any agreement regarding the Seller's sale and delivery of the Service (including also future agreements between the Parties) is governed by these Terms and Conditions.
- 1.3 The basis for any agreement between the Parties includes these Terms and Conditions as well as the Seller's Quote and Sales Order (hereinafter referred to as "the Agreement").
- 1.4 The Agreement shall set aside all other agreements and customs contrary to the Agreement, including terms worked out and forwarded by the Customer.

2. CONTRACTING

- 2.1 The Seller's offer is valid for thirty (30) days from the date of the offer, after which the offer is annulled. The Customer's acceptance of the offer must be received by the Seller within the deadline of thirty (30) days.
- 2.2 Any offers and/or orders are not binding for the Seller before the Customer has received a written order confirmation from the Seller.

3. CANCELLATION AND CHANGES

- 3.1 Cancellation or changes of an order can only be done in writing.
- 3.2 The Customer is obligated to inform the Seller in writing immediately if the Customer wants to cancel or change an order.
- 3.3 The Seller must acknowledge reception of the Customer's cancellation or changes of the order as soon as possible and no later than two (2) days after receipt of the Customer's information according to para. 3.2.
- 3.4 If an order is cancelled, the Customer is obligated to pay the following rates to the Seller:
- In the event of a cancellation made less than 2 days before project commencing: 100 % of quoted price.
 - In the event of a cancellation made between 7-3 days before project commencing: 100 % of all direct costs and a 20 % missed earnings fee.
- 3.5 If an order is changed, the Customer must indemnify the Seller of any additional costs or losses incurred because of the changes.
- 3.6 The Seller is entitled to annul/cancel any offer or order if the Customer has provided the Seller with false or misleading information, which has had an impact on the Seller's offer.

4. PRICES

- 4.1 All prices are exclusive of VAT.
- 4.2 All prices are in the currency as stated in the Quote and Sales Order.
- 4.3 The Customer is obligated to accept an increase of the prices due to taxes, exchange rates, etc., until delivery of the Service.
- 4.4 Costs of delivery are included in the price stated in the Sales Order unless otherwise is agreed upon in writing by the Parties.

5. DELIVERY/TRANSPORTATION

- 5.1 Unless otherwise explicitly agreed upon in writing by the Parties, delivery/transportation of crated and uncrated medical systems is made according to the Danish CMR-Act in force at the time in question and Nordisk Speditørforbunds general terms (NSAB 2015).

6. TIME OF DELIVERY AND DELAY

- 6.1 Unless otherwise explicitly agreed upon in writing by the Parties, the Seller's time of delivery of the Service is to be considered an estimated time of forwarding.
- 6.2 The Seller's acceptance of the Customer's changes of an order entitles the Seller to modify the time of delivery.
- 6.3 The Seller is obligated to inform the Customer in writing immediately if the Seller is not able to deliver the Service on the agreed estimated time of delivery. The Seller must state the reason for the delay and – to the extent possible – inform the Customer of the time of delivery.
- 6.4 If the Seller does not deliver by the deadline stated in 6.3 either, the Customer is by written notice entitled to cancel the Agreement.
- 6.5 The Customer is not entitled to any other remedies for breach because of delay and can under no circumstances claim compensation for costs and losses, including operating loss, lost profit, or similar indirect losses because of the delay.
- 6.6 If the Customer does not accept delivery at the time of delivery, the Seller will be entitled to cancel the Agreement and make claims for compensation. Furthermore, the Seller will be entitled to store the possible product included in the Service at the Customer's expense. During storage, the possible product included in the Service is stored at the Customer's risk.

7. PAYMENT

- 7.1 Payment must be made in accordance with the terms of payment stated in the Quote, the Sales Order, and the invoice.
- 7.2 Unless otherwise stated in the invoice, the due date is eight (8) days after the invoice is issued.
- 7.3 The payment shall be received by the Seller no later than the due date.
- 7.4 If the Customer exceeds the terms of payment, default interest will be calculated at a rate of interest of 1,5 per cent per month.

8. DEFECTS AND NOTICE

- 8.1 Immediately on receipt of the Service (including the system), the Customer is obligated to carry out the necessary examinations of the Service (including the system).
- 8.2 The Customer loses the right to claim a defect if the Customer does not give written notice to the Seller about the defect immediately after the defect was discovered or ought to have been

discovered. If the Customer has not claimed the defect within two (2) days after delivery of the Service, the Customer will not be entitled to claim the defect later.

- 8.3 The Customer's written notice must specify the type of defect.
- 8.4 The Seller is entitled to remedy any defects and is obligated to carry out such remedy without undue delay. The Seller must cover the costs of the remedy.
- 8.5 If the Seller does not remedy the defect within a reasonable period, the Customer is entitled to state a final deadline of remedy. If the Seller does not remedy the defect within the deadline, the Customer is entitled to claim compensation for the loss to a maximum of DKK 1,000,000.
- 8.6 The Seller is not liable for costs and losses caused by the defect, including operating loss, lost profit, and other indirect losses. This limitation of the Seller's liability does not apply if the Seller is guilty of gross negligence.
- 8.7 The Seller's liability for defects will in all circumstances lapse no later than three (3) months after the date of delivery of the Service.

9. BREACH OF AGREEMENT

- 9.1 If the Customer commits a material breach of the Agreement, and the breach is not remedied within ten (10) days after a written notice is sent to the Customer, the Seller is entitled to immediately terminate the Agreement.
- 9.2 The following breaches shall be considered as material breaches:
- a) The Customer's failure to payment, and
 - b) Other obstacles which can be attributed to the Customer, and which prevents the Seller from fulfilling the Agreement.
- 9.3 In the event of the Customer's breach of the Agreement, the Seller is – besides from terminating the Agreement – entitled to request payment from the Customer as if the Agreement was fulfilled without being obliged to deliver a quid pro quo.

10. FORCE MAJEURE

- 10.1 The Seller is not liable for failing to fulfil obligations under the Agreement or delayed delivery if this is due to circumstances beyond the Seller's control, such as strike, lockout, destruction of production equipment, breakdown of operations, or shortage of supply of materials, war, terrorism, orders or recommendations from the authorities which may be of importance to the Seller's possibilities of delivering, and the Seller could not at the time when the Agreement was concluded reasonably have been expected to consider the obstacle or to avoid or overcome it or its consequences. The exemption of liability applies both in connection with actual obstacle to delivery

or if delivery would as a consequence of the circumstances mentioned above lead to disproportionately large inconvenience or costs for the Seller.

- 10.2 The Seller is obligated to inform the Customer immediately if such circumstance occurs which may in the opinion of the Seller be of importance to the Seller's possibility of delivering. In this connection, the Seller must inform the Customer whether the circumstance in question is expected to lead to a delay in delivery or an absolute prevention from delivering. The Customer must as soon as possible and no later than seven (7) days after receipt of information about the circumstance in question inform the Seller of any objections thereto, so that the Customer will otherwise lose a possible right to object to the situation.

11. PRODUCT LIABILITY

- 11.1 Product liability is covered by the rules in force at any time according to the Danish product liability act. To the extent that nothing else is a consequence of mandatory rules of law, additional liability can not be imposed on the Seller.
- 11.2 The Seller is not liable for damage caused by the material sold to real or personal property which occurs while the material sold is in the Customer's possession or care, or for products made by the Customer or products in which they are integrated, or for damage to real or personal property caused by the products made by the Customer as a consequence of the Service delivered by the Seller for an amount exceeding DKK 2,000,000.
- 11.3 The Seller is not liable for losses such as lost profits, operating losses, lost earnings, or other indirect losses.
- 11.4 The Seller's liability for product damage cannot exceed DKK 5,000,000 per product damage and per year.
- 11.5 If product liability is imposed on the Seller towards a third party beyond the above liability, the Customer must indemnify the Seller for such liability. The Customer is obliged to accept legal action before the same court which hears the question of the Seller's product liability.
- 11.6 The Customer is obliged to take out and maintain his own product liability insurance which must also cover damage caused by the products made by the Customer when the finished product includes both the Seller's and the Customer's products, and must also cover the Customer's obligations to indemnify the Seller. At the request of the Seller, the Customer is obliged to document the insurance cover.
- 11.7 The Customer must immediately inform the Seller if a third party raises a product liability claim against the Customer.

12. WARRANTY

12.1 Unless otherwise explicitly agreed upon in writing by the Parties, the Service is delivered without warranties, guarantees or assurances of any kind.

13. DISPUTES

13.1 The Agreement shall be governed by and construed in accordance with the laws of Denmark.

13.2 Any dispute between the Parties, which cannot be solved amicably, shall be settled by the Court of Aalborg.