

1. Scope of Application

All sales, goods, deliveries (hereinafter collectively the "Goods") and services ("Services") provided by the 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"), as the seller or the provider of the Services, to the customer as the buyer or the recipient of the Services, are exclusively subject to the following Terms of Sale ("Terms of Sale"). Goods and Services hereinafter collectively "Subject of Contract". Customers' general terms and conditions of business and/or any other conditions of customers which in any way deviate from these Terms of Sale or from the law are not accepted, and they will also not become part of a contract between Heraeus and customer, even if Heraeus accepts or executes orders from the customer in awareness of the customer's opposing or deviating terms and conditions of business. Heraeus declares that it is an entrepreneur and enters into this contract in the course of its business activity. The customer declares that it is an entrepreneur and enters into this contract in the course of its business activity.

2. Subject Matter and Scope of Services (Offer, Samples, Guarantees, Contract Conclusion)

2.1 All offers of Heraeus are without engagement, unless specifically agreed otherwise. Contracts shall be deemed concluded only after Heraeus has either issued a written order confirmation, effected delivery of the Goods ordered or performed the Service.

2.2 Heraeus shall be generally under no obligation to verify the correctness of the information provided by the customer upon which Heraeus' offer or order confirmation is based, and Heraeus shall also not be obligated to investigate if the execution of the customer's order based on such information infringes any third-party property rights.

2.3 The data and information included in brochures and other promotional and information material of Heraeus serve solely as a guideline and become a binding part of a contract only upon the express written agreement between Heraeus and the customer.

2.4 Characteristics and properties of samples and specimens are only binding if expressly so agreed.

2.5 Information about the quality, condition and (shelf-) life of Goods and Services shall be deemed to be warranties only if expressly designated as such.

2.6 Unless otherwise agreed in writing, Heraeus will deliver Goods and Services within the tolerances admissible under the relevant German or European technical standards, in particular DIN, EN ISO or similar standards.

2.7 Technical changes of Goods or Services which are required for manufacturing reasons, or which are necessary due to legislative changes, or which serve the product update and maintenance, shall be admissible.

3. Delivery, Delivery Periods, Packaging, Passing of the Risk

3.1 The type and scope of Heraeus' Goods and Services and the delivery periods are determined by the written order confirmation of Heraeus. Heraeus shall be entitled to partial performance of Goods and Services.

If the customer wishes to call off portions of an agreed total quantity for delivery in several partial deliveries, the customer shall spread such call-offs evenly over the delivery period. The call-off of more than 10% of the total quantity of one partial delivery on one date is subject to the prior written consent of Heraeus.

3.2 The delivery period commences to run only after all issues which are essential for the performance of the contract have been

clarified with the customer. In particular, the delivery period does not commence to run until Heraeus has received all information from the customer which is required to effect delivery, or until the customer has furnished proof that, if required, he has opened a letter of credit, effected prepayment or provided a security, as agreed in the contract. The delivery period will be interrupted by subsequent changes requested by the customer. After agreement about the desired changes has been achieved, the delivery period re-commences to run.

3.3 The products of Heraeus are generally unpacked. If the customer desires packaging, the costs will be borne by the customer.

3.4 Heraeus delivers 'ex factory'/'ex works' (Incoterms 2020). If Heraeus solely organizes the transport, the costs of dispatch and the costs of transport insurance will be borne by the customer.

3.5 The risk of damage to Goods (including the risk of accidental loss or accidental deterioration) shall pass to the customer at that point in time at which the Goods are placed at the customer's disposal at the factory/works of Heraeus from which delivery is effected, even if Heraeus has accepted to perform additional services such as loading or transportation of the goods.

3.6 If the performance of Goods or Service is delayed for reasons within the customer's responsibility, the risk shall pass to the customer upon receipt of a notification that the Goods or Service is ready to be performed. In such case, Heraeus will be permitted to invoice the Goods to the customer as having been delivered, and to store the Goods at the customer's cost and risk. Upon request of the customer, Heraeus will insure these Goods against theft and damage from breakage, transport, fire and water at the customer's cost.

4. Force Majeure

4.1 Heraeus shall not be obligated to perform its contractual obligations to the extent and for so long as Heraeus has not been supplied properly and timely by third-party suppliers with the raw materials, precious metals, energies or components which are required for the manufacture of the Goods or for the providing of the Services. Heraeus will inform the customer of any impairment in the delivery of the products resulting therefrom. In the event of a considerable delay in delivery, both parties shall be entitled to rescind the contract after a reasonable period of time.

4.2 If any performance of contractual obligations is directly or indirectly prevented, restricted or interfered with by reason of any unforeseeable cause not within the reasonable control of the respective party ("**Force Majeure Event**"), the party so affected shall be excused from the performance of its contractual obligations (with the exception of the obligation to pay the price for Goods or Services which remains intact even in the all cases of Force Majeure Event) to the extent and for the duration of such prevention, restriction or interference and shall not be liable for any costs or damages incurred by the other or any third party because of non-performance or late performance. In case of a Force Majeure Event, Heraeus shall be entitled, but not obligated, to entrust a third party with the performance of its contractual obligations.

4.3 A Force Majeure Event shall be deemed to exist not only if it is impossible for the party so affected to avoid or overcome the occurrence or the effects of the event which prevents, restricts or interferes with the performance of its contractual obligations but also if the Heraeus cannot reasonably be expected to perform its contractual obligations.

4.4 By way of example only, but without limitation, the following shall be considered as Force Majeure Events: Acts of God such as flood, storm, earthquake, compliance with any governmental rules, regulations or orders of any government, public authority or court (e.g. confiscation, expropriation), fire, war, warlike disputes, explosion, riot, insurrection, accidents, terror, piracy, sabotage, invasion, epidemics, pandemics, currency or trade restrictions,

embargoes, export restrictions, import restrictions, sanctions, international sanctions, and any operation disruption if caused directly or indirectly by an event outside the reasonable control of the affected party. A Force Majeure Event affecting Heraeus shall also be deemed to exist where Heraeus' sub-suppliers or contractors are affected by any Force Majeure Events.

4.5 The parties agree that the direct and indirect effects of the spread of the coronavirus SARS-COV-2 (or 2019-nCoV virus, hereinafter referred to as "Covid-19") shall constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party, including, without limitation, by reason of (i) any acts of any government or public authority, including the imposition of quarantine orders, operational shutdowns or company closures, or other restrictions or prohibitions, or (ii) non-availability of labor force or suppliers of the affected party due to illness, quarantine, travel restrictions or curfews, or (iii) production capacity restrictions of the affected party or its suppliers, for instance due to hygiene measures or split work shifts. A Force Majeure Event shall not be deemed to exist if, at the time of contracting, the respective acts of any government or public authority had already been adopted and publicly announced, or if the non-availability of labor force or the production capacity restrictions of the affected party were already known.

4.6 The parties also agree that the occurrence of a shortage of gas and its direct and indirect effects shall also constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party. This shall also apply if, at the time of contracting, the occurrence of a shortage of gas was not foreseeable with certainty but seemed possible and the actual occurrence thereof cannot reasonably be avoided by the affected party. The direct and indirect effects of a shortage of gas which constitute a Force Majeure Event include in particular (i) the total or partial unavailability of gas as auxiliary or operating material in the production process of the affected party or its suppliers, and (ii) the total or partial unavailability of natural gas as energy source for the heating of production or administrative buildings at Heraeus or its suppliers.

4.7 The affected party shall notify the other party as to the nature and probable duration of the Force Majeure Event. Furthermore, notification of the actual termination of a Force Majeure Event shall also be given as soon as reasonably possible and also when the end of a Force Majeure Event is already foreseeable.

4.8 The party affected by a Force Majeure Event shall exercise reasonable commercial efforts to resolve the restrictions caused by the Force Majeure Event as promptly as practicable, provided, however, that the limit for "reasonable commercial efforts" shall be reached when the total costs incurred for the performance of the Subject of Contract, including the expenses for resolving the restrictions, exceed 110 % of the price payable by the customer for the specific Subject of Contract affected by the Force Majeure Event. If the price to be paid by the customer includes separately identified costs arising from or in connection with the delivery or provision of precious metals, these costs will be disregarded in the determination of the value limit.

4.9 If the party affected by a Force Majeure Event is required to incur expenditures for resolving the restrictions caused by the Force Majeure Event which exceed the limit for "reasonable commercial efforts" pursuant to clause 4.8 or if the Force Majeure Event continues for an uninterrupted period of forty-five (45) days, each party may terminate any affected contract by giving written notice to the other party, provided that the Force Majeure Event is still in effect at the time when written notice of termination is given.

5. Prices, Payment, Default

5.1 The prices quoted by Heraeus and prices in the contract are exclusive of the statutory value-added tax ("VAT"), and exclusive of outer packaging, shipping charges and insurance costs. VAT

will be added to the purchase price by Heraeus in accordance with generally binding legal regulations.

5.2 Invoices are due for payment immediately upon receipt and without any deductions. Heraeus and customer agree that any invoices issued by Heraeus under this contract are entitled to be issued by Heraeus in writing or in electronic form, and that Heraeus is entitled to send them to the customer by email to the customer's email address. All payments by the customer must be made into the account named by Heraeus. Heraeus will always inform the customer about a change of the payment account by letter (not by e-mail) and at least one month in advance. The customer shall be obligated to have the change of the payment account confirmed by a telephone call to a contact person at Heraeus known to the customer (at a telephone number already known to the customer). Heraeus shall not be liable for erroneous bank transfers by the customer or for the manipulation of bank data by third parties.

5.3 Heraeus may, by giving unilateral notice to the customer at any time before delivery, increase the price of the Subject of Contract to reflect any increase in the costs of materials or other costs of manufacture of the Subject of Contract, costs of transport, taxes, customs, levies and other public or administrative duties. Customer shall confirm the increased purchase price within 14 days after receipt of the notice of adaptation of the purchase price by Heraeus. If the customer does not confirm the increased purchase price, Heraeus may terminate the contract by giving written notice to the customer; the contract is terminated with immediate effect on the date of delivery of the notice to the customer.

5.4 Heraeus charges interest for default in payment in the amount determined by the generally binding legal regulations.

5.5 Heraeus shall not be obligated to perform the contract so long as the customer fails to perform his own obligations according to this contract, including his obligations from other contracts with Heraeus and, in particular, if the customer defaults in the timely payment of invoices due.

5.6 The customer may offset counterclaims of customer against Heraeus only if such counterclaims are fully uncontested.

5.7 If the customer is in default with payment or if there are circumstances which, when applying customary banking standards, justify doubts about the customer's ability to pay, Heraeus will be entitled to perform remaining performance of the Subject of Contract against payment in advance or subject to the provision of adequate security, and until the provision of adequate security, Heraeus is not obliged to fulfill his obligations under the contract. In such case, Heraeus will also be permitted to declare all of its claims against the customer immediately due for payment, and demand and apply securities.

5.8 Heraeus will charge 500,- CZK for the second and each further reasonable reminder of payment.

5.9 If, despite a reasonable time limit, a Subject of Contract which is ready for acceptance is not fully accepted or is accepted too late through no fault of Heraeus, Heraeus will place the Subject of Contract in storage at the customer's cost and risk. For such storage Heraeus will charge 0.5% of the price of the Subject of Contract for each month of the delay in acceptance.

6. Warranty, Liability for defects, Liability for damage

6.1 The Subject of Contract shall be deemed free of defects if it conforms to the specifications that have been expressly agreed in writing between Heraeus and the customer. In case there is no express agreement on the specifications, the Subject of Contract shall be deemed free of defects if it conforms to the specifications as provided in the data sheet of the Subject of Contract. Any other express or implied warranty for Subject of Contract, including the warranty of fitness for purpose and the warranty that the products conform to any sample previously supplied, shall be excluded. The customer shall be solely responsible to check whether the Subject of Contract is suited for the intended purpose.

6.2 The customer shall notify Heraeus without any delay of all claims for defects which are asserted by his own customers and which relate to Subject of Contract, otherwise the customer's claims for defects against Heraeus will be excluded. In addition, the customer shall preserve evidence in the requisite form (in the written form with photos, unless otherwise requested by Heraeus) and provide such evidence to Heraeus together with the respective claim.

Heraeus may require from the customer Goods complained of as defective (including any existing supporting documents, samples and packing slips) for investigation of the defect. The customer's failure to comply with this reasonable request will result in the exclusion of the customer's claims for defects or incompleteness of Subject of Contract. The same applies to any claims for defects which are asserted against the customer by his own customers and which relate to Subject of Contract.

6.3 For defects in a Subject of Contract, Heraeus' obligation to perform the contract shall, at its choice, consist of subsequent performance by remedy of the defect or delivery of a fault free Subject of Contract. The customer will be entitled to cancel the contract or to reduce the purchase price in accordance with the statutory provisions only if the subsequent performance by Heraeus has failed twice and the defect complained of is not merely a minor defect. Claims for damages are governed by the provisions in clause 6.5 hereof.

6.4 The liability of Heraeus for defects in materials which are supplied by the customer and processed by Heraeus is excluded if such defects are caused by the characteristics and properties of the materials so supplied. If defects in the materials supplied by the customer should render these materials unusable during their processing by Heraeus, the customer will nevertheless be obligated to reimburse Heraeus for its processing expenditure.

6.5 Heraeus and customer have agreed that Heraeus shall not be held liable for any loss or damage incurred under or in connection with this contract, unless such limitation is not directly excluded under the generally binding legal regulations.

7. Reservation of the Right of Ownership

7.1 Heraeus reserves the right of ownership to all Goods until the customer has fully satisfied purchase price of the Goods. However, the risk of damage to the Goods passes to the customer according to the clause 3.5 hereof.

7.2 The customer shall insure the Goods subject to reservation of the right of ownership at his own cost against all standard risks, in particular against fire, burglary and water hazards, handle these Goods with care and store them properly.

7.3 The customer is not entitled to make any dispositions in respect of the Goods subject to the reservation of the right of ownership (e.g. liens, pledge, etc.). In the event of an attachment or seizure of the Goods subject to reservation of the right of ownership, the customer will point out that these Goods are the property of Heraeus and will notify Heraeus of such attachment or seizure without delay, also in writing.

8. Import or Export

8.1 In the event that the import or export of the Subject of Contract or the fulfillment of any of Heraeus' contractual obligations hereto, is directly or indirectly prevented, restricted or interfered with due to an export or import restriction, sanction, international sanctions, quota or prohibition, or failing to receive a necessary license or consent ("Export Restriction"), Heraeus shall, without incurring any liability, be excused from such performance to the extent and for the duration of such prevention, Export Restriction or interference.

8.2 An Export Restriction shall also be deemed to exist, if the fulfillment of Heraeus' contractual obligations is not legally prevented, restricted or interfered with, but Heraeus or an affiliated company of Heraeus may be subject to civil or criminal sanctions due to national or international regulations, in particular import or export control regulations or other sanctions.

8.3 If the Export Restriction prevents, restricts or interferes with the performance of Heraeus' contractual obligations for a continuous period of more than three months, each party is entitled to terminate the respective purchase order(s) and/or respective contract, without incurring any liability in this respect, by giving written notice to the other party.

8.4 Upon request of Heraeus, customer shall provide Heraeus with all information concerning the final recipient of Subject of Contract, the final destination of Subject of Contract, the intended use of Subject of Contract and, if required, an end-use certificate.

9. Choice of Law, Place of Performance, Place of Jurisdiction

9.1 These Terms of Sale and any agreement between Heraeus and the customer shall be governed by and construed in accordance with the law of the Czech Republic, particularly the Civil Code, and the contracting parties agree that they specifically exclude the application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), and Convention on the Limitation Period in the International Sale of Goods of 14 June 1974.

9.2 The place of performance for the Goods is the factory/works from which delivery is effected, unless the contract states otherwise; the place of performance for the customer's payments is Heraeus' registered place of business.

9.3 The contracting parties agree that the courts competent to resolve disputes arising from and/or in connection with this agreement are the Czech courts that have proper jurisdiction. The place of jurisdiction, also for actions on checks and bills of exchange, is the registered place of business of Heraeus.

10. Miscellaneous

10.1 The customer represents that that customer is fully authorized to enter into this contract and to perform the obligations set out herein, that there is no obligation towards any other person or claim by any state, tax authority or other government or local body that would prevent the customer from entering into and performing this contract, and that no insolvency proceedings have been commenced against the customer and that the customer is not aware of any insolvency petition having been filed against the customer.

10.2 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 customer is in delay with the payment of the Goods and/or Services for more than three (3) calendar days; and/or (ii) an insolvency procedure has been initiated against the customer under Act No. 182/2006 Coll., Insolvency Act.

10.3 The customer 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.

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

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

10.6 This contract may be amended by agreement between the parties and only in writing.

10.7 This contract constitutes the full agreement with respect to the subject matter hereof and any elements which the contracting parties were to and intended to agree on herein and which they consider important for the contract to be binding. No manifestation of will of any contracting party during the negotiations on entering into the contract leads to an obligation on the part of any contracting party.

10.8 The contracting parties declare that they read and agree to the contents of this contract, and they commit themselves to perform this contract.