

1. GENERAL TERMS

- 1.1. These general conditions detail the terms and conditions of the sale of the products indicated in the not binding commercial offer (referred to as the "**Offer**") of Mediberg S.r.l. (VAT number 01471280162), with registered office in Calcinatè (BG), Via Vezze n. 16 - 18 (referred to as the "**Supplier**") and form an integral and substantial part of the subsequent and relevant contract (referred to as the "**Contract**").
- 1.2. It is understood that: (i) the Offer must be understood as not binding for the Supplier, who reserves the right at any time to unilaterally modify its content and also not to accept any order by the customer (referred to as the "**Customer**"); and (ii) the Agreement must be considered concluded only at the time of receipt by the Customer of the order confirmation relating to the products indicated (referred to as the "**Products**").
- 1.3. These general conditions have optional value with respect to any different and / or additional agreements specified in the Offer and in the Contract, which will therefore have a prevailing nature and effectiveness.

2. OBJECT OF THE CONTRACT

- 2.1. The Offer and the Contract relate to the sale and delivery to the destination indicated in the order confirmation (referred to as the "**Destination**") of the quantities of Products indicated in the order confirmation (the "**Supply**").
- 2.2. The Supply includes the transport and the unloading of the Products by the Supplier at the Destination, and therefore does not include any handling and processing of the Products made subsequently.
- 2.3. With this regard, the Parties mutually acknowledge that no workforce belonging to the Supplier for the purpose of executing the Contract will operate in health organizations or clinics within the Customer's facilities, nor will interfere with, or involve any risk to, the activities carried out by the Customer at the Destination.

3. REGULATIONS AND STANDARDS

- 3.1. The Supplier must guarantee compliance with all EU and national legislative laws and respect all regulations, standards, prescriptions, and in any case comply with the standards with regard environment, work conditions, safety issues and hygiene at work, taxes, laundering and must fight organized crime.
- 3.2. In the context of the execution of the supply, the Customer is aware that Mediberg has adopted and implements an Organizational, Management, and Control Model pursuant to Legislative Decree 231/01, with its corresponding Code of Ethics. The Customer declares to have read this from the company's website www.mediberg.com and undertakes to respect and ensure compliance with its contents, principles, and procedures, and, in general, to refrain from any behavior that could constitute the offenses specified in Legislative Decree 231/01 and its subsequent amendments and integrations, as outlined in the aforementioned Organizational, Management, and Control Model.

In the event that the Customer or any of its collaborators violate the principles mentioned in the previous paragraph or commit offenses under Legislative Decree 231/2001, Mediberg may terminate the contract by sending a notice via registered mail with acknowledgment of receipt or certified email, in accordance with Article 1453 and following of the Civil Code. The termination will take immediate effect from the date of receipt of the communication. Mediberg may also take legal action to claim compensation for any damages suffered or to be suffered.

- 3.3. Mediberg has adopted - in accordance with the provisions of Legislative Decree 24/2023 and in implementation of Directive (EU) 2019/1937 - a system of procedures for reporting conduct contrary to what is prescribed in the Organizational Model, the Code of Ethics, company procedures, as well as national and European Union regulations. Any reports can be directed through the dedicated online channel at <https://whistleblowersoftware.com/secure/mediberg>

4. OBLIGATIONS FOR THE SUPPLIER

- 4.1. For the execution of the Supply, the Supplier must guarantee, among others, the following aspects:
 - (a) the quality and quantity of the Products delivered and for this purpose show the Customer all the documentation and / or certifications requested to demonstrate the regularity of all obligations of the Contract;
 - (b) provide any further information requested by the Customer about the status of the Supply.

5. OBLIGATIONS FOR THE CUSTOMER

- 5.1. The Customer must guarantee, among others, the following aspects:
 - (a) to receive at the Destination and without any delay the delivery of the Products as agreed in the Contract;
 - (b) arrange the payment as agreed in the Contract;
 - (c) communicate within the terms referred to as in Article 8.3 to the Supplier any quality non-conformity of the delivered Products delivered;
 - (d) in addition to what stated in article 2.3 above, guarantee to the Supplier and to any other person appointed the access to surgery rooms or other spaces in order to provide the necessary assistance. It is understood that the Supplier will communicate the names of the technical / commercial staff to be authorized for the access.

6. OBLIGATIONS OF DISTRIBUTORS

- 6.1. In addition to the obligations described in Article 5, the customer operating as a distributor of medical devices (as defined in Article 2 paragraph 34 of Regulation (EU) 2017/745 of April 5, 2017, as amended) specifically undertakes to:
 - a. notify the Supplier, any deterioration of characteristics and any anomaly related to the Products themselves that may compromise their safety in use;
 - b. keep and archive sales documentation for a period of at least 10 years from the date of supply of each Product;
 - c. ensure traceability of Products purchased and subsequently distributed for a period of at least 10 years from the date of supply of each Product;
 - d. handle the Products in accordance with the storage and transportation conditions provided by the Supplier and shown on the labeling;
 - e. do not alter in any way the packaging and labeling of the Products supplied without written consent of the Supplier
 - f. cooperate with the Supplier in the surveillance activities provided for in Regulation (EU) 2017/745 and the related MDCG guidelines according to the most recent revision applicable therein expressly including the activities related to recall and/or withdrawal of the Products from the market.

and

 - g. with respect only to Products supplied by the Supplier that already comply with Regulation (EU) 2017/745, in addition to the conditions up to (f), comply with Article 14 of the Regulation itself.

7. PAYMENT TERMS

- 7.1. The settlement for the execution of the Supply due to the Supplier (the "Payment") will be equal to the unit price indicated in the order confirmation applied to the quantities of Products ordered.
- 7.2. The settlement refers to the execution of the finished and complete Supply in all its parts, performed according to the methods and standards set out in the Contract. The payment includes and compensates for all expenses and charges that the Supplier bears for the execution of the Supply (including, among other: the expenses for

labor, transport and anything else needed to fully and perfectly fulfill the Contract).

- 7.3. The Supplier expressly acknowledges that the Payment includes and covers all expenses and costs related to safety and health in the workplace and, in general, to implement what prescribed by the legislative decree n. 81/2008 and the subsequent amendments in matters of safety and health at work.

8. SUPPLY TERMS

- 8.1. The Parties agree that the Supply will be made within the period of time indicated in the order confirmation (if any) or, in lack of this, within the timeframe reasonably necessary for the execution of the Supply itself.
- 8.2. The Supplier will have the right not to activate, to suspend and / or to interrupt in any moment the Supply whenever the Customer defaults any contractual obligation at any time assumed the same Supplier, also on the basis of separate contractual agreements.

9. DELIVERY AND ACCEPTANCE OF THE GOODS

- 9.1. For each load of the goods to be delivered to the Destination, the Supplier or the different person appointed for the management of the same, will issue a special Transport Document (the "DDT") showing the name of the carrier.
- 9.2. Upon arrival at the Destination, each load of goods will be delivered to the Customer, and this will be certified by signing the transport document related to the references. The countersigned DDT document will count as the valid document for the purpose of determining the quantity of Products delivered.
- 9.3. Unless the Customer refuses the quantities of the Delivery in written form within 5 (five) working days following the signing of the transport document, the same Products will be understood automatically accepted for all the purposes set out in the Contract.

10. INVOICING AND PAYMENT

- 10.1. Within the terms indicated in the order confirmation, the Supplier will issue a specific invoice headed to the Customer of an amount corresponding to the Supply.
- 10.2. Payments related to each invoice will be made by the Customer within the deadline and in the manner indicated in the order confirmation.

11. DEFECTS IN THE EXECUTION OF THE SUPPLY

- 11.1. If the Customer verifies that one or more specific Products after specific quality control do not comply with the required requirements of the Contract and initiate the dispute pursuant to art. 8.3, the Customer will proceed without delay to the return of the defected part of the Supply, and the Supplier, without prejudice and opposition, will only be required to provide for new delivery of a corresponding quantity of Products within 10 (ten) working days from the communication referred to in art. 8.3.

12. FORCE MAJEURE

- 12.1. Either Party may request or proceed to suspend the Supply due to unforeseeable circumstances or force majeure.
- 12.2. The above cases of suspension must be promptly reported in writing by the Party wishing to make use of them, and subsequently documented by the same. In such eventualities, the suspension period will entail the automatic and corresponding deferment of all subsequent deadlines for the performance of the Supply that may be envisaged in the order confirmation.

13. VARIATIONS

- 13.1. The Customer will have no right to request and obtain changes to the technical specifications of the goods supplied after the receipt of the order confirmation.
- 13.2. The Supplier will have the right to make changes of the technical

specifications, in any case upon notice to the Customer, only in the event due to reasons that impose the adoption of these changes, and being understood that these changes will not involve a substantial change in the characteristics and the functionality of the Products supplied.

14. DISPUTE, REQUESTS AND COUNTER-DEDUCTIONS

- 14.1. If the Supplier intends to oppose the complaints of the Customer referred to in Article 8.3 above or believes that he is entitled to an extension of the contractual dates or additional payments following non-fulfillment or delays by the Customer, the same must notify the Customer of the relative request, accompanied by the related supporting documentation, within 5 (five) working days from the date of knowledge of the facts to which the claim refers.
- 14.2. The Customer will provide a response regarding the technical and temporal contents of the request no later than 10 (ten) working days from receipt of the request.
- 14.3. If, as a result of this response, the Parties reach an agreement regarding the content of the Supplier's request, they will sign a report of the agreement, the formalization of which will determine the definition of any dispute regarding what is the subject of it.

15. TAX REGISTRATION

- 15.1. The Parties mutually acknowledge that, being the Contract subject to national VAT, the same is subject to the registration in case of use and a fixed fee according to articles 5 and 38 of the Decree n. 131/1986 ("T.U. concerning the registration tax").
- 15.2. Consequently, the Contract will be registered by the interested Party and will carry the expense of the registration process.

16. INSURANCE

- 16.1. The Supplier declares and guarantees that it is in possession of suitable insurance to cover its civil liability towards third parties and employees.
- 16.2. The Supplier agrees to keep in force the insurance for the entire duration of the Contract, also agreeing to prove at any time the fulfillment of the commitments.

17. CONFIDENTIALITY

- 17.1. Each Party agrees to maintain the strictest confidentiality on the contents of the Contract and on each information of any nature otherwise not accessible to the public related to facts and circumstances contemplated in the Contract.
- 17.2. The Customer expressly acknowledges that the above-mentioned obligation of confidentiality also specifically concerns the identity and corporate information of the Supplier, as well as all technical information related to the Products and their respective production and commercial processes.
- 17.3. Each Party agrees to compensate, if necessary, the other Party for any prejudicial consequence it may derive, even indirectly, from the violation of the obligation of confidentiality agreed in the before mentioned article 16.1.

18. COMMUNICATION

- 18.1. Any communication or notification requested related to the Contract will be made, unless otherwise provided, by writing a registered letter, also by hand, or PEC.
- 18.2. The Supplier, for all the purposes set out in the Contract, declares the following contact details:
Mediberg S.r.l.
Via Vezze n. 16 - 18-Calcinante (BG) PEC:
mediberg@pec.mediberg.com

The Customer, for all the purposes related to the Contract, declares the contact details in the order confirmation.

- 18.3. The Supplier and the Customer will have the possibility to change the contact details at any time communicating the new contact details in accordance with the methods provided in this Article.

- 18.4. In any case, the validity of any communication or notification is reserved in the manner of the resulting addresses from the Chamber of Commerce.

19. EXCLUSIVE LEGAL COURT

- 19.1. All disputes that may arise between the Parties in relation to the validity, interpretation and execution of the Contract will be delegated to the exclusive competence of the Court of Bergamo.

20. TREATMENT OF PERSONAL DATA

- 20.1. Each Party specifically agrees to comply with the regulations on the processing of personal data applicable.
- 20.2. In this regard, the Supplier declares that the personal data referred to the Customer, including any sensitive and judicial data directly communicated by Customer or to those provided by third parties, will be treated exclusively in the manner permitted by the "Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, relating to the protection of individuals with regard to processing of personal data, as well as the free circulation of such data "(so-called "General Data Protection Regulation" or "GDPR").
- 20.3. Having received and examined in all its parts the information on the processing of personal data as above, given that the processing of data it could also concern areas not connected to the mere execution of the Contract. With the signing of the Contract the Customer gives his consent to the processing of his sensitive data and judicial, including communication in Italy, in countries of the European Union and in countries outside the European Union, for all the purposes listed in the contract itself.
- 20.4. It is understood that the before mentioned information, as well as the consent expressed by Customer will also be effective in relation to further and existing relationships between the Parties, even if established after the signing of the Contract

21. OTHER

- 21.1. The titles of the individual articles have been given for the sole purpose to facilitate their reading and, therefore, they should not be taken into account for the purposes of their interpretation.
- 21.2. The Contract contains all the agreements between the Parties regarding what form object, and must therefore be understood as having express efficacy regarding any negotiation and correspondence.
- 21.3. Any tolerance of one Party with respect to the conduct of the other Party non-compliant with respect to what was agreed in the Contract can in no way be understood as acquiescence with respect to such

conduct and, therefore, cannot in any way limit or prevent the full protection of the Party that has suffered them in accordance with the law and the Agreement.
- 21.4. If one or more parts of the terms of the Contract are declared invalid or ineffective, the Parties agree to resolve any possible conflict between them, negotiating in good manner the new clauses of those invalid or ineffective, without being compromised or limited the validity of the Contract itself.

22. PREVALENCE AND REFERENCE TO LAW REGULATIONS

- 22.1. For anything not expressly provided in the Contract, we refer to the laws, regulations and directives in force and applicable.
- 22.2. All express references to legal regulations contained in the Contract must be considered as valid at the time in force in the matters respectively governed, even in the case of subsequent modification, integration and / or succession of laws over time.

23. ATTACHMENT

- 23.1. Attached to the Contract to form an integral and essential part of it, the documents are enclosed or mentioned in the order confirmation.