

STERILUX SA

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 Definitions. In these Conditions, the following terms have the following meaning:

Affiliate: with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with, such person or entity.

Business Days: a day (other than a Saturday or a Sunday) when banks in the canton of Vaud are opened for business.

Clause: a clause of these Conditions.

Conditions: these general terms and conditions of sale, as amended from time to time.

Confidential Information: has the meaning set out in Clause 11.2.

Confirmation: the written or electronic acceptance by SteriLux of any Order placed by the Customer.

Customer: the individual or entity to whom the Product(s) is/are sold.

Customer Data: has the meaning set forth in Clause 10.3.

Defect: has the meaning set forth in Clause 7.2.

Force Majeure: has the meaning set forth in Clause 14.1.

Intellectual Property: all copyrights, patents, trademarks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information and any other intellectual property rights or rights of a similar nature including domain names, registered and unregistered rights and any applications for registration, renewal, extension, division or reissue of the foregoing, in any jurisdiction.

Law and Standards: law, statute ordinance, regulation, code or industry standard.

Order: the purchase order placed by the Customer to buy a Product in accordance with these Conditions or in the absence of an order from the Customer, the Customer's written or electronic acceptance of SteriLux' quotation.

Parties: the Customer and SteriLux, and their respective permitted assigns and successors.

Price: the price to be paid for the Products.

Products: the products and Software sold or licensed to the Customer under the Sale Agreement.

Sale Agreement: the sale agreement made between SteriLux and the Customer in accordance with these Conditions.

Software: the software embedded in the Product or otherwise provided by SteriLux for the use of the Product.

Specification Sheet: any Product specification sheet issued by SteriLux that is remitted to the Customer with the Product or thereafter.

SteriLux: a Swiss corporation with its registered office at Chemin du Viaduc 12, 1008 Prilly (VD), Switzerland, registered with the commercial register of the canton of Vaud under the IDE n° CHE-197.903.656.

SteriLux Data: has the meaning set forth in Clause 10.4.

Trademarks: those names, trademarks, service marks, logos and other words and/or symbols under which SteriLux markets or promotes the Products, including the trademark and any symbol containing the name "SteriLux", regardless of the fact that such intellectual property is registered or not, as amended from time to time.

User Manual: the user manual relating to the Products. The User Manual will be provided upon delivery of the Product.

Warranty: the warranty provided by SteriLux in relation to a Product sold under a Sale Agreement.

Warranty Period: has the meaning set forth in Clause 7.3.

Website: the website <https://www.sterilux.ch/>.

1.2 The Conditions apply to the extent that the Order or Confirmation expressly refer to them. By contracting on the basis of the Conditions, the Customer agrees to the applicability thereof, in respect of the transaction between SteriLux and the Customer with respect to which the Parties referred to the Conditions.

1.3 SteriLux reserves the right to amend the Conditions at any time. The Conditions shall apply in the version in force at the time of the issuance of the relevant Order. The last version of the Conditions is published on the Website, so that the Customer must consult such Website before placing an Order.

1.4 The Conditions shall apply in preference to and supersede any and all terms and conditions of any order placed by the Customer and any other terms and conditions of the Customer. Failure by SteriLux to object to the terms and conditions of the Customer shall in no event be construed as an acceptance of any of the terms and conditions of the Customer, unless expressly agreed otherwise in writing by SteriLux.

2. QUOTATION, ORDER AND CONFIRMATION

2.1 Unless stated otherwise by SteriLux, quotations made by, and price list published by, SteriLux in whatever form, advice, specifications of samples and specimens given to the Customer are not binding to SteriLux and merely constitute an invitation to the Customer to place an Order for the Products. All such features issued by SteriLux are revocable and subject to change without notice.

2.2 The Order shall constitute an offer by the Customer to purchase the Product. The Order shall contain at least the following information: the Product reference, the quantity of Products, the purchase price, the date of order, the date of delivery and any delivery terms. The Customer shall ensure that the terms of the Order are complete and accurate. The Order are only deemed to be accepted when SteriLux issues a Confirmation. The mere absence of answer by SteriLux to an Order shall not be deemed to be a Confirmation. An Order may be declined or accepted, wholly or in part, at SteriLux' discretion. If the content of a Confirmation differs from the Order itself, the Customer shall react within 3 Business Days, failing which the terms stated in the Confirmation shall be deemed accepted. Once the Confirmation is received by the Customer or, if the Confirmation differs from the Order, once the Customer accepts or is deemed to accept the Confirmation, a Sale Agreement shall enter into force and the Parties shall be bound to sell and purchase the Products in accordance with such Sale Agreement.

2.3 The Sale Agreement shall consist of the following document, i.e. (i) the Confirmation, (ii) the Order, (iii) these Conditions, (iv) the User Manual and the Specifications and (v) any other documents referred to in any of the above documents. In case of discrepancy between the provisions of the above-mentioned documents, the provisions of the document first listed above shall prevail.

2.4 SteriLux may at its own discretion agree in writing to the cancellation or alteration of a Confirmation if the state of the works permits. As the case may be, the costs arising from the cancellation or alteration of an Order will be exclusively borne by the Customer.

3. PRICE AND PAYMENT

3.1 The Price for the Products is set out in the Confirmation or, if no price is quoted, the price set out in SteriLux' published price list in force at the date of delivery of the Product, subject to any discount granted in the Sale Agreement. All prices are in Swiss francs (CHF) unless otherwise specified.

3.2 The Price(s) paid for the Products shall include the right to use the Products concerned in accordance with its intended use and for the shell life of the Products. Any other services and licenses will be invoiced separately by SteriLux.

3.3 Unless indicated otherwise in the Confirmation, the Prices are exclusive of amounts in respect of value added tax (VAT).

3.4 The Price's list may be changed without notice. The new Prices' list will be applicable only with respect to Order placed after the entry into force of the new Prices. For the avoidance of doubt, the Customer shall not be entitled to any compensation for a possible devaluation of its stock of Products resulting from a reduction in the Prices.

3.5 Without prejudice to Clause 3.4, SteriLux may, by given notice to the Customer at any time up to [20] Business Days before delivery increase the Price to reflect any increase in the costs of the Product that is due to:

- any request by the Customer to change the delivery date(s), delivery terms, quantities or type of the product(s) to be sold;
- any delay caused by any instructions of the Customer or failure of the Customer to give SteriLux adequate or accurate information or instructions.

3.6 If SteriLux grants a discount to the Customer, this discount only relates to the delivery specifically mentioned in the Confirmation.

3.7 Invoices are payable by bank wire in the currency set out in the Confirmation to SteriLux' nominated bank account. Credit card payments or other form of payments are subject to acceptance by SteriLux.

- 3.8 Unless specified otherwise in the Confirmation, the invoices are payable in advance. No discount shall be granted for advance payment. Payments must be made to SteriLux in full without set-off, counterclaim or deduction of any kind.
- 3.9 If the Customer fails to make any payment due to SteriLux under a Confirmation by the due date, then the Customer shall pay a late interest of 5% per annum on the overdue amount. Such late interest shall be automatically due and shall not be subject to SteriLux sending a reminder. All costs and expenses reasonably incurred by SteriLux with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for the Customer's account.
- 3.10 If the Customer is in default with payments for Products it has already received, SteriLux has the right (i) (a) to demand return and take repossession of any delivered Products which have not been paid for, all costs relating to the recovery of the Products being for the account of the Customer, (b) cancel all or part of the sale, already confirmed but not yet executed, and (ii) to suspend its performance for pending or future delivery of Products, unless the Customer makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products to SteriLux, such adequation being determined by SteriLux at its sole appreciation. The Customer must compensate SteriLux fully for damages arising therefrom.
- 3.11 Without prejudice of the foregoing and any other remedies provided by law or contract, if the Customer does not comply with the terms of payment or is unable to make payment, or if the Customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (other than for the purpose of a reconstruction or merger) or any bankruptcy proceeding shall be instituted by or against the Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the Customer or if the Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, all outstanding credit balances become due for payment irrespective of the agreed payment deadlines and may be claimed by SteriLux immediately.
- 3.12 Any right of the Customer to withhold payment or to set off any amounts due against counterclaims shall be explicitly excluded, unless such counterclaims are uncontested, or a legal title exists.

4. DELIVERY

- 4.1 Unless stated otherwise in the Confirmation, deliveries of the Products shall be made as EXW (Incoterms as defined in the International Chamber of Commerce Incoterms, version 2020, or any subsequent version thereof) at the place designated in the Confirmation. SteriLux shall inform the Customer of the delivery 3 days in advance.
- 4.2 Any times or dates SteriLux gives for delivery of the Products are estimates only and the Customer accepts that SteriLux cannot and will not guarantee it will deliver them on time. SteriLux will not be liable in any way for any loss, damage or expenses (whether direct, indirect, consequential or otherwise, including but not limited to loss of profits and liability to third parties) the Customer suffers or incurs as a result of any delay in delivery of the Products. Delay in delivery of any Products shall not relieve the Customer of its obligation to accept delivery thereof. The Customer hereby waives any right it might have by law to terminate a sale of Products on the ground that such Products are not delivered on time.
- 4.3 SteriLux' obligation to deliver to the Customer the Products ordered is subject to SteriLux' receiving correct and timely delivery itself from its suppliers. If delivery is not timely made by its suppliers to SteriLux, (i) SteriLux shall notify the Customer immediately, and (ii) SteriLux is entitled to withdraw from the sale of the Products concerned, any payments of the Customer for the Products which have not been delivered shall be refunded immediately.
- 4.4 SteriLux may deliver the Products partially or by instalments of any number of Products ordered. Where a Confirmation has more than one scheduled delivery, each separate delivery may incur additional handling and administration fees.
- 4.5 If the Customer requests express shipment of Products or any non-standard form of delivery, the Customer shall be responsible for any associated freight and delivery costs. Those extra costs shall be added to the invoice and payable at the same time and in accordance with Section 3.
- 4.6 If dispatch is delayed at the Customer's request or because of the Customer, SteriLux will invoice the Customer the resulting storage costs, at least a monthly 0.5% of the total amount mentioned in the Confirmation, starting with the notification that the Products are ready for dispatch.
- 4.7 In cases other than non-conformity of the Products recognized by SteriLux in accordance with Section 6.4, Customer's wrongful non-acceptance or rejection of Products or cancellation of the Confirmation shall entitle SteriLux to recover from Customer, in addition to any other damages caused by such action:
- in the case of Products which reasonably cannot be resold by SteriLux to a third party, the price of such Products as quoted in the Confirmation.; or
 - in the case of Products returned in good condition and which can be resold by SteriLux to a third party, damages equal to 50% of the price for the Products as quoted in the Confirmation as liquidated damages.

5. TRANSFER OF RISKS AND PROPERTY

- 5.1 The transfer of risks is defined by the Incoterms agreed upon in the Confirmation. If the applicable Incoterms is [•], the transfer of risks will occur on [•].
- 5.2 Unless indicated otherwise in the Confirmation, property is transferred to the Customer when the Products are handed over to the first carrier.

6. EXAMINATION – ACCEPTANCE / COMPLAINT

- 6.1 On delivery, the Customer shall examine without delay the Products and satisfy itself that the Products delivered meet all contractual requirements.
- 6.2 Complaints about the Products shall be made in writing or electronic form and must reach SteriLux not later than 7 Business Days from the date of delivery of the Products. Such complaint shall be accompanied with a written report detailing the non-conformity and the Products concerned.
- 6.3 Failure to complain within the above-mentioned 7-day period shall be deemed to be an unconditional acceptance of the Products by the Customer as of the date of delivery of the Products.
- 6.4 If the Customer gives notice of non-conformity within the above-mentioned 7-day period and if SteriLux confirms the non-conformity, the Customer shall be provided with a return authorization form and return the non-compliant units at SteriLux' costs. SteriLux shall also be entitled to repair the non-compliant unit on site. As soon as reasonably practicable, SteriLux shall, at its sole option and at its expenses, repair, replace or reimburse the Products which did not meet the contractual requirements.
- 6.5 Any defect discovered after the 7-day period will be handled in accordance with the Warranty (to the extent it is applicable).

7. WARRANTY

- 7.1 For each Product sold by SteriLux to the Customer hereunder, SteriLux shall provide the Customer (and no other person) with a warranty against defects (the **Warranty**), subject to the terms and conditions set out in this Clause.
- 7.2 Under the Warranty, SteriLux warrants that the Products shall conform in all respects with their description and specifications set out in the Confirmation and the corresponding Specification Sheet and shall be free from defects in design, material and workmanship, subject to Clauses 7.5 and 7.6 (a breach of the Warranty is referred to as a **Defect**).
- 7.3 The Warranty is given for a period of 1 year from the delivery of the Product or any other period of time set out in the Confirmation or in the Sale Agreement (the **Warranty Period**) and will lapse should no claim for warranty be issued by the end of the Warranty Period.
- 7.4 If and to the extent a Defect is covered by the Warranty, SteriLux shall, at its own option and within a reasonable time, either repair or replace the Products at no charge to the Customer. Accordingly, SteriLux' obligation shall be limited solely to repair or replacement of the defective or non-conforming Products (including by replacing any no longer available Product with any Product functionally equivalent), to the exclusion of any other remedy, service or compensation for the Customer. If after exercising reasonable efforts, SteriLux is unable to repair or replace the Products, then SteriLux shall refund to the Customer all monies paid for such Product. The non-conforming or defective Products shall become SteriLux' property as soon as they have been replaced or reimbursed. In case of replacement or repair of a Product, SteriLux provides the Warranty as per Clause 7.2 on the repaired or replaced Product for the remaining initial Warranty Period of the original Product, without any extension. In any event, Customer's claims for damages shall remain reserved and subject to Clause 12.
- 7.5 The Warranty shall be contingent upon the condition that the Customer has sent to SteriLux a written or electronic notice of the alleged Defect within 7 Business Days from the day the Customer has discovered (or reasonably was in the position to discover) the Defect and, return the Products to SteriLux and takes any other actions in accordance with any other reasonable instructions of SteriLux.
- 7.6 Notwithstanding anything to the contrary herein, the Warranty is furthermore excluded:
- (i) to the extent that the Defect is caused by an action or an event over which SteriLux has no control and is not responsible for, such as an improper handling or storage of the Product by the Customer or any third parties over which SteriLux has no control and responsibility, including (1) any use of the Product which is not in strict compliance with the User Manual and any other reasonable instructions given from time to time by SteriLux to the Customer, (2) lack of proper maintenance, (3) incorrect stocking conditions, (4) use of any consumable or spare part which is not approved by SteriLux, (5) use of any Products beyond their shelf life or expiration date as set forth in the applicable specifications or labels of such Products, as the case may be, (6) any installation, repairs, modifications, upgrades, maintenance or other servicing by the Customer or a third party that is not approved by SteriLux, (7)

accidents or shipping related damage occurring after the transfer of risks, (8) electrical failure unrelated to the Product, (9) damage due to vandalism, explosion, flood or fire, weather or environmental conditions and any other Force Majeure Event;

- (ii) to the extent that the Defect may be attributable to normal wear and tear of the Products;
- (iii) to the extent that the Defect (1) results from any risks set out in the User Manual and/or the Specification Sheet and/or (2) was otherwise communicated to Customer in writing before the acceptance of the Confirmation by the Customer.

7.7 Furthermore, with respect to Software, SteriLux only warrants (i) the specifications expressly set forth in the Specification Sheet (and subject to any limitation provided in the Specification Sheet, SteriLux' user manuals and other published guidelines, if any) and (ii) that the Software is free from defects in design, material and workmanship, and makes no other Warranty of any kind, express or implied, relating to the merchantability, merchantable quality and fitness for a particular purpose of the Software.

7.8 SteriLux warrants that all Intellectual Property embedded in or necessary to use the Products for their intended purpose are owned by or properly licensed to SteriLux, and that Customer has all legal rights to use the Products for their intended purpose.

7.9 Furthermore, the Product shall not be considered to have received any authorization and/or certification, unless expressly indicated otherwise in writing by SteriLux from time to time.

7.10 **THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS, EXPRESS, IMPLIED, STATUTORY, CONTRACTUALLY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PURPOSE OR ABSENCE OF INFRINGEMENT OF ANY CLAIM IN ANY INTELLECTUAL PROPERTY RIGHT COVERING THE PRODUCTS. STERILUX HAS NOT VERIFIED THE POSSIBLE EXISTENCE OF THIRD-PARTY INTELLECTUAL PROPERTY WHICH MIGHT BE INFRINGED AS A CONSEQUENCE OF THE SALE, DELIVERY AND/OR USE OF THE PRODUCTS AND STERILUX SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE IN THAT RESPECT.**

8. SUPPORT SERVICES

8.1 Without prejudice of SteriLux' Warranty under Clause 7, SteriLux shall only provide maintenance and support services to the Customer subject to the entry into of a separate support and services agreement.

9. PRODUCTS CHANGES OR DISCONTINUANCE

9.1 SteriLux shall have the right at any time to make some changes to any Products or discontinue the sale of any of its Products. SteriLux shall inform the Customer in writing or electronic form of any change or discontinuance of a Product and, as the case may be, the Customer shall be entitled to place an Order for the announced discontinued or changed Products only within one (1) month from announcement. For avoidance of doubt, SteriLux shall have no obligation to buy back the Customer's stock of any changed or discontinued Product.

10. INTELLECTUAL PROPERTY AND DATA

10.1 All Intellectual Property embedded in or related to the Product (including any Intellectual Property relating to the Software) shall be the exclusive property of SteriLux.

10.2 SteriLux does not grant any express or implied right to the Customer under any patents, copyrights, know-how or trade secret information, unless expressly provided otherwise herein.

10.3 The Customer shall retain all rights the data captured by the Product (the **Customer Data**). SteriLux shall have a non-exclusive, worldwide, royalty-free, perpetual, transferable, with the right to grant sublicenses, license to use the Customer Data in an aggregated and anonymized form for any legitimate commercial purposes, including for its internal research & development activities, for enhancing its data base and/or for improving its products.

10.4 SteriLux shall retain all rights on data provided by it, which are not Customer Data (the **SteriLux Data**). SteriLux hereby grants to the Customer a non-exclusive, worldwide, royalty-free, transferable, with the right to grant sublicenses, license to use the SteriLux Data for the purposes of using the Product.

10.5 The Customer shall not reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Software or any technology embedded in the Product, in whole or in part, except to the extent that such activities are permitted under applicable law.

10.6 The obligation provided in this Clause shall survive the termination and expiration of the Sale Agreement.

11. CONFIDENTIALITY

11.1 Either Party recognizes that its relationship with the other Party is one of high trust and confidence by reason of its access to and contact with confidential and proprietary information, trade secrets, inventions and know-how

relating to the business or interests of the disclosing Party and of persons and entities with whom the disclosing Party may have commercial relationships which may lose its value if disclosed. At all times, either Party shall, and shall procure that its Affiliates, directors, officers, employees, agents, external advisers or other representatives (if any), treat and maintain as confidential and not disclose any and all Confidential Information of the other Party.

- 11.2 Confidential Information** shall mean (a) any and all tangible media, documents and items and any information contained therein disclosed by a Party to the other, which tangible media, at the time of disclosure, are marked as "confidential", "proprietary" or with words of similar effect, or which are reasonably to be determined as being of confidential nature; (b) any information disclosed orally to the other Party that, at the time of disclosure, is designated to be confidential or proprietary or which is reasonably to be determined as being of confidential nature; and (c) any non-public, technical or business information, whether or not designated as confidential or proprietary at the time of disclosure, that the other Party knows or has reason to know the disclosing Party would like to treat as confidential for any purpose, including but not limited to trade secrets, inventions, formulae, processes, databases, ideas, computer programs, marketing plans, product plans, business strategies, financial information, forecasts, specifications and the design of the Products, information relating to the personnel, policies, clientele or business strategies of a Party.
- 11.3** However, the confidentiality obligations provided for in this Clause 11 shall not apply to any Confidential Information which the receiving Party can demonstrate by reliable written evidence:
- (a) was already in the possession of it at the time of disclosure to it by the disclosing Party other than through the receiving Party's fault or breach of any confidentiality obligations towards the disclosing Party;
 - (b) was generally available to the public at the time of disclosure other than through the receiving Party's fault or breach of any confidentiality obligations towards the disclosing Party; or
 - (c) is information that the receiving Party is required by law to disclose provided that it gives prompt notice to the disclosing Party of the request for disclosure and limits disclosure to those information which it is legally compelled to disclose.
- 11.4** The obligation provided in this Clause shall survive the termination and expiration of the Sale Agreement.
- 12. HOLD HARMLESS AND LIABILITY**
- 12.1** The Customer assumes full responsibility and liability for, and shall indemnify, defend and hold SteriLux harmless from and against, any claims, debts, obligations, costs or expenses, including reasonable attorneys' fees, that could arise in relation with its importation, sale and distribution of the Products or otherwise in relation with any breach of contract or warranty, negligence or wrongful act by the Customer or its employees, agents, sub-Customers in the framework of the Sale Agreement.
- 12.2 SUBJECT TO STERILUX WARRANTY, AND EXCEPT IF THE CUSTOMER ESTABLISHES THAT SUCH DAMAGES RESULT DIRECTLY FROM A WILLFUL ACT OR GROSS NEGLIGENCE ON STERILUX' PART, UNDER NO CIRCUMSTANCES SHALL STERILUX BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES OF ANY KIND (INCLUDING ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGE OR LOSS, COST OR EXPENSE, INCLUDING DAMAGE BASED UPON LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, DELAY IN DELIVERY, IMPAIRMENT OF OTHER PRODUCTS OR BASED ON ANY OTHER CAUSE) AND WHETHER THIS LIABILITY ARISES OUT OF OR IN CONNECTION WITH A BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AND ACKNOWLEDGED THAT STERILUX' LIABILITY SHALL BE EXCLUDED (I) FOR ANY DAMAGES CAUSED BY THE CUSTOMER OR ANY OTHER THIRD PARTY WHILE USING THE PRODUCTS (EVEN IF CAUSED BY MALFUNCTION OF THE PRODUCTS) AND/OR (II) FOR ANY DAMAGES CAUSED BY A BREACH OF APPLICABLE LAW AND/OR BY THE NON-COMPLIANCE WITH STERILUX' USER MANUALS, TECHNICAL SPECIFICATIONS AND OTHER PUBLISHED GUIDELINES.**
- 12.3** The Customer is hereby informed that all use of the Product shall conform to the applicable law and will be operated under the operator's responsibility and that the operator should inform himself before using the Product.
- 12.4** Notwithstanding the foregoing, SteriLux shall have no obligation to indemnify the Customer regarding any third party rights infringement claim to the extent arising out of: (i) modifications or servicing made to the Products by the Customer or any third party engaged by Customer and performed not in accordance with SteriLux' written instructions and User Manual; (ii) use of the Products in combination with any other devices, software or other parts not provided by SteriLux.
- 12.5** The obligation provided in this Clause 12 shall survive the termination and expiration of the Sale Agreement.

13. INSURANCE

- 13.1 Each Party shall insure against all risks and liabilities to which it is subject under the Sale Agreement. Each Party confirms an insurance policy taken with a reputable insurance company is in force and agrees that it shall be in force throughout the term of the Agreement and any related Order, covering its professional responsibility. Each Party shall on written request provide copies of a certificate of such insurance to the other Party.

14. FORCE MAJEURE

- 14.1 Neither Party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other Party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws and regulations, administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labor disturbances, difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors (**Force Majeure**). The same shall apply to contractual breaches on the part of suppliers caused by Force Majeure.
- 14.2 Force Majeure shall not be an excuse to delay payments.
- 14.3 Notwithstanding Section 14.1, upon the occurrence of any event of Force Majeure, the Party suffering thereby shall promptly inform the other Party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Sale Agreement. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than 60 days after the agreed delivery date, either Party is entitled to cancel the affected part of the Sale Agreement without any liability to the other Party.

15. MISCELLANEOUS

- 15.1 Independent Contractors. SteriLux and the Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of representation, agency or partnership. Each of the Parties shall furthermore remain solely responsible for its own acts, statements, engagements, performances, products and personnel.
- 15.2 Compliance with Laws and Standards. The Customer acknowledges that the import, the use and the sale of the Products may be subject to requirements or limitations under any law, statute ordinance, regulation, code or standard (Laws and Standards). Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with his/its intended use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such use.
- 15.3 Expenses. Unless otherwise provided in the Sale Agreement, each Party shall pay its own costs and expenses (including all legal, accounting and advisory fees), as well as any taxes or other charges, which might become due in connection with the Sale Agreement.
- 15.4 Non-Assignment. Neither Party may assign any of the rights or obligations under the Sale Agreement without the prior written consent of the other Party, except that SteriLux may assign such rights and obligations to any of its affiliates or to a third party acquiring all or a substantial part of its assets.
- 15.5 Notice. Unless another format is expressly admitted thereunder, any notices required or permitted to be given by either Party to the other under the Conditions shall be made in writing and shall be sent (i) by registered mail to that other Party at its registered office or principal place of business or such other address as indicated by it in connection with this Clause, or (ii) by email, it being specified that the electronic communication system used by SteriLux will serve as sole proof for the content and the time of delivery and receipt of such communications.
- 15.6 Severability. If any provision of the Sale Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of the Parties to the fullest extent possible. In any event, all other provisions of the Sale Agreement shall remain valid and enforceable to the fullest extent possible.
- 15.7 No Waiver. No waiver of any provision of the Sale Agreement shall be effective except by a document in writing duly executed by the Party so waiving. The failure of any of the Parties to enforce any of the provisions of the Sale Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of the Sale Agreement.
- 15.8 Headings. The headings contained in the Conditions are included for mere convenience of reference and shall not affect the latter's construction or interpretation.
- 15.9 Amendment. Any amendment to the Sale Agreement, including this Clause, is subject to the written agreement of both Parties.

15.10 Written Form. The Sale Agreement, the Order and Confirmation, may be executed and amended in writing or in simple electronic form (e.g. through an electronic signature provider such as DocuSign or AdobeSign or through a scanned copy of the original signature) and be delivered by electronic mail or another transmission method; the counterpart so executed and delivered shall be deemed to have been duly executed and validly delivered and be valid and effective for all purposes. Any reference to the written form used in these Conditions shall be construed accordingly.

16. GOVERNING LAW AND JURISDICTION

16.1 These Conditions and the Sale Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to the conflict of laws provisions hereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 shall not apply.

16.2 Any dispute arising out of, or in connection with, the Sale Agreement shall be exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

17. LANGUAGE

17.1 The original version of these Conditions is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.

SteriLux SA
25 July 2022