

## GENERAL TERMS OF SERVICES – MEDICAL AND LABORATORY EQUIPMENT

### 1. SCOPE OF APPLICATION

These general terms apply to service activities for medical and laboratory equipment (hereinafter also referred to as the "**Service**") provided by Berner Lab (hereinafter referred to as the "**Supplier**") to its customers (hereinafter referred to as the "**Customer**"), regardless of whether the service is based on an indefinite-term or fixed-term continuous Service Agreement, or ordered as an On-Demand Service without an active Service Agreement. Deviations from these terms can only be made with the mutual written agreement of the Parties. The Supplier and the Customer are collectively referred to as the "Parties," and individually as a "Party."

### 2. DEFINITIONS

The definitions used in these General Terms and in the Service Agreement between the Parties are as follows:

**Supplier:** The company responsible for providing service activities.

**Customer:** The Customer specified in the Service Agreement.

**Agreement:** A Service Agreement or any other agreement between the Parties for the provision of maintenance services. The Agreement may also be established based on the Customer's order and the Supplier's written confirmation, or by other means agreed upon by the Parties. It also refers to On-Demand Service activities.

**Service Agreement:** A written agreement, typically valid indefinitely, between the Supplier and the Customer for maintenance services, specifying the scope of services and the equipment and software covered by the agreement.

On-Demand Service is not classified as Service Agreements.

**Service Object:** The device or system subject to service activities.

**Periodic Service:** Maintenance activities performed periodically in accordance with the equipment manufacturer's recommendations.

**Fault Repair:** Repairs or corrective actions taken in response to an equipment malfunction.

**Periodic Service Agreement:** A Service Agreement for periodic service activities.

**Full-Service Agreement:** A Service Agreement for both periodic service and fault repair activities

**On-Demand Service:** A single maintenance task or activity ordered separately without an active Service Agreement, such as periodic service, fault repair, or other individual maintenance activities.

**Service Interval:** The interval between periodic maintenance activities for the equipment.

**Consumables:** Parts and materials defined in the device manual as those intended to be replaced by the customer during normal use.

**Spare Parts:** Device parts that are not classified as consumables.

**Response Time:** The time frame, measured in business days, starting from the receipt of a fault report to the time of response from supplier. Response time does not demand on site visit

### 3. SUPPLIER'S GENERAL OBLIGATIONS

The Supplier ensures the service is performed in accordance with the Service Agreement or other Agreement. The Service must be completed within the agreed schedule, with due diligence, and with the professional skills required for the service.

The Supplier shall ensure that spare parts, accessories, and materials used in the Service meet the requirements outlined in the Agreement and comply with the equipment-related instructions.

The Supplier performs the Service in compliance with the Act on Medical Devices (2021/720) and the procedures specified by the equipment manufacturer and/or the Supplier.

The Supplier shall appropriately document the actions performed during the service and specify them to the Customer upon request.

The Supplier must provide the Customer with written contact details for any inquiries related to the service.

### 4. CUSTOMER'S GENERAL OBLIGATIONS

The Customer is responsible for ensuring access defined by supplier to its equipment and software for the personnel performing the agreed service. Upon the Supplier's request, the Customer must provide instructions and other relevant documents concerning the equipment and software, which are in the Customer's possession, for use by the Supplier in performing the service.

The Customer shall, free of charge, provide the Supplier with the information, premises, data carriers, and other equipment and materials necessary for performing the service and for the use of the equipment and software.

In connection with a fault repair request, the Customer must provide details and, if requested during the service, demonstrate how the fault or error occurs.

If it has been agreed in writing that the service will be performed entirely or partially as remote operations, the Customer must, at its own expense, acquire and maintain the telecommunications connection necessary for the service.

Each Party shall ensure that it has the equipment, software, and data security required for its own remote connection. The Customer ensures that it has the necessary expertise, rights, access permissions, and legally required authorizations for the Supplier to perform the agreed services without hindrance. The Customer is responsible for ensuring that its IT environment, operating systems, and other technical prerequisites do not prevent the maintenance, servicing, or management activities related to the equipment and software.

The Customer must ensure that the working conditions for performing the service allow the Supplier's personnel to work safely, without exposure to infections or radioactive radiation. The Customer must inform the Supplier in advance of any necessary protective measures and equipment and ensure that such equipment is available at the service location.

The Customer must ensure unobstructed access to the equipment for the performance of the service and ensure that a representative of the Customer is present and/or reachable during the entire service. Furthermore, the Customer must ensure that the Supplier's personnel can safely and without obstruction leave the premises after the service has been completed.

## 5. CONTENT OF THE SERVICE

The Supplier performs the services in accordance with the service level defined in the Agreement. The investigation and resolution of faults and errors shall be initiated within the response time specified in the Agreement, unless otherwise agreed in writing. The Supplier retains the right to resolve faults and errors that do not interfere with the use of the equipment after the response time specified for the agreed service level.

Fault repair services under Full-Service Agreements cover only faults that occur under the operating conditions specified by the equipment manufacturer and when the equipment and/or accessories are used correctly. The Supplier does not cover faults caused by improper, insufficient, or non-compliant use, storage, installation, servicing, repair, or modification of the equipment; defective or unsuitable consumables or spare parts; the connection of products not approved by the Supplier to the equipment; power surges; accidents; or normal wear and tear. Electrical, gas, and water connections of the equipment, along with measures to eliminate static electricity, must be carried out in accordance with the manufacturer's instructions. If the equipment is used or connected contrary to the manufacturer's instructions, any resulting faults will not be covered under Full-Service Agreement services.

### 5.1. Periodic Service

The Service Agreement specifies the interval for periodic services it includes. Periodic services are performed during the Supplier's regular working hours. The timing of a periodic service must be agreed upon by the Parties

sufficiently in advance, typically at least two (2) weeks prior to the service date. The Customer must notify the Supplier of any requested changes to the agreed timing no later than two (2) weeks before the scheduled service date. A representative of the Customer must be available during the service.

### 5.2. On-Demand Service

In On-Demand Service, the content of the service is defined based on the Customer's order and the Supplier's confirmation. The Supplier performs the Service at the agreed time during its regular working hours, unless otherwise agreed.

### 5.3. Fault Repair

Upon receiving a fault report, the Supplier will promptly take steps to investigate and resolve the fault or error, but no later than within the response time specified in the Service Agreement. Fault repairs are carried out during the Supplier's regular working hours, unless otherwise agreed. Depending on the situation, fault repairs may be conducted at the Customer's or the Supplier's premises, or remotely.

## 6. PRICES AND PAYMENT TERMS

The price of the Service is defined in the Service Agreement or, for On-Demand Service, as agreed between the Supplier and the Customer, for example, in the order confirmation. Unless otherwise agreed in writing, the prices provided by the Supplier are exclusive of taxes and public charges, which will be added separately to each invoice.

### 6.1. Periodic Service Agreements

In Periodic Service Agreements, the price applies to each agreed periodic service visit. Services specified in the Periodic Service Agreement are billed to the Customer after the periodic service has been performed. If the service interval defined in the Service Agreement is exceeded by more than three (3) months due to reasons attributable to the Customer, the Supplier is entitled to charge the Customer 30% of the price of the missed periodic service visit as specified in the Agreement.

### 6.2. Full-Service Agreements

In Full-Service Agreements, the price is the annual fee for the service, which is invoiced to the Customer at the start of each billing period as specified in the Agreement. The billing periods are January–April, May–August, and September–December. The billing basis for a Full-Service Agreement is one month. If the Agreement begins during a billing period, the invoicing will occur in the subsequent billing period.

### 6.3. On-Demand Service

On-Demand Service is billed to the Customer after the service has been performed. The price of the Service is based on the Supplier's valid price list at the time or on separately agreed pricing in writing.

### 6.4. General Pricing Terms

The Supplier has the right to charge for additional services, spare parts, and accessories ordered by the Customer that

are not included in the Service Agreement or On-Demand Service, according to the Supplier's valid price list or separately agreed terms. If the service is performed outside the Supplier's regular working hours at the Customer's request, the Supplier has the right to charge additional fees as per the valid price list.

The Supplier has the right to charge for costs incurred due to incorrect information provided by the Customer or for any other reason attributable to the Customer.

The Supplier reserves the right to adjust the fees for services included in Service Agreements annually. The Supplier must notify the Customer at least two (2) months before the new price becomes effective. If the Customer does not accept the proposed price adjustment, the Customer has the right to terminate the continuous Service Agreement with one (1) month's notice. Prices for On-Demand Service are determined according to the Supplier's valid price list at the time of the order.

The Supplier has the right to charge a service and administration fee when spare parts or materials are used during a service visit. This fee covers the Supplier's handling and administrative costs associated with the parts.

The Customer has five (5) days from the delivery of the work report to provide a purchase order number to the Supplier. If the purchase order number is submitted after this deadline, the Supplier has the right to charge an additional service fee for invoice correction.

Unless otherwise agreed in writing, the Customer must pay invoices to the Supplier within thirty (30) days from the invoice date. For payment terms longer than 30 days, an administrative financing cost of 2.5% per week of the extended credit period will be added. Any comments on the invoice must be submitted no later than seven (7) days from the invoice date.

In case of delayed payment, the Customer must pay interest on late payment at a rate of 16% p.a., an administrative costs of 200 euro, and any collection costs, including reasonable legal fees. In case of delayed payment, the Supplier has the right to suspend the performance of services ordered by the Customer, notwithstanding existing Agreements. The Supplier reserves the right to amend payment terms, including requiring advance payment, due to delayed payments or changes in the Customer's creditworthiness.

## 6.5. Special Requirements for Performing the Service

The Supplier has the right to charge the Customer for any specific training, permit, or orientation requirements set by the Customer that exceed the normal requirements of the Supplier's maintenance services. Normal requirements refer to conditions under which maintenance services can be performed at the Customer's premises without separate training, permits, or orientations. The Customer must notify the Supplier in writing at least five (5) business days in

advance if the service involves such additional requirements.

## 7. WARRANTY

The Supplier provides a three (3) month warranty for the work performed. A three (3) month warranty applies to spare parts, provided they have been replaced by an authorized technician. However, for certain spare parts, the warranty is subject to the terms of the principal manufacturer, which may vary or provide no warranty. The services performed by the Supplier do not affect the warranty provided by the equipment manufacturer.

## 8. LIABILITY AND COMPENSATION

The Parties agree to comply with the applicable laws and regulatory guidelines concerning the services at all times. The Customer must report any defects in the service or damage caused during the performance of the service to the Supplier without delay and no later than seven (7) days after the defect or damage has been discovered or should reasonably have been discovered.

The Supplier's liability for defects in the service is limited to correcting the defect or re-performing the service. The aforementioned remedy constitutes the Supplier's sole liability and the Customer's only compensation for defects in the service.

The Supplier is not liable to pay any compensation to the Customer for personal injury, damage to property, loss of profit, or other loss or indirect damage, unless it is shown that the Supplier itself is guilty of gross negligence or wilful misconduct. The Supplier is not liable for maintenance actions performed by the Customer or a third party, improper handling or use of the equipment or software, or any actions contrary to the instructions provided by the equipment manufacturer or the Supplier.

## 9. EXCLUSIVE RIGHT TO PERFORM

This clause applies to Customers with an active Service Agreement with the Supplier.

During the validity of the Agreement, the Supplier has the exclusive right to perform maintenance Services on the devices or systems covered by the service.

However, if the Supplier significantly fails to meet the agreed service schedule without an acceptable reason, the Customer has the right to procure maintenance services from a third party. The third party must comply with the requirements set by the equipment manufacturer for servicing the device and hold the necessary and valid certifications. This is conditional upon the Supplier's prior written approval of the third party as the service provider.

The Customer must ensure and document that the third party meets the requirements specified in this clause before commencing maintenance actions.

Customers ordering On-Demand Service are not obligated to use the Supplier as their exclusive service provider.

**10. TERM AND TERMINATION**

The term of the Service Agreement is specified in the Agreement. For Service Agreements valid until further notice, the notice period is two (2) months. The Customer may terminate the Agreement by providing written notice. Any service fees paid by the Customer in advance beyond the notice period will be refunded for full months. However, the Supplier reserves the right to deduct from the refund an amount corresponding to the value of any contract benefits already utilized by the Customer.

The Supplier reserves the right to terminate the Agreement with immediate effect if the Customer violates the terms outlined in Section 9 by performing or assigning maintenance actions to a third party without the Supplier's consent. If the Agreement is terminated on these grounds, the Supplier's warranty and other obligations terminate simultaneously with the Agreement. In this situation, the Supplier is not obligated to refund any service fees paid in advance by the Customer.

On-Demand Services are valid for the duration of the service and are not subject to a separate notice period. The Customer must notify the Supplier at least three (3) business days before the agreed service date if canceling or rescheduling On-Demand Service. The Supplier has the right to charge the Customer for reasonable costs and any spare parts ordered for the service.

**11. FORCE MAJEURE**

During a force majeure event, the Parties are released from their obligations for the duration of the event. Force majeure refers to an unforeseeable circumstance beyond the control of the Parties that prevents the fulfillment of the Agreement, such as fire, equipment failure or a comparable disruption, strike, lockout, war, mobilization, export or import restrictions, international sanctions or other penalties, general shortage of goods, cessation of production, traffic disruptions, restrictions on power supply, or other similar obstacles that could not have been foreseen at the time of entering into the Agreement and cannot be overcome with reasonable measures or costs. An obstacle faced by a subcontractor is considered force majeure if it is caused by the aforementioned circumstances. The occurrence and termination of a force majeure event must be promptly notified to the other Party.

**12. CONFIDENTIALITY**

The Parties agree to keep confidential, refrain from disclosing to third parties, and not use any confidential information of the other Party for any purpose other than the Agreement, including but not limited to trade and professional secrets. This obligation continues even after the termination of the Agreement.

**13. APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the substantive laws of the country where the Supplier is domiciled, excluding its conflict of law provisions. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by the competent courts of the country where the Supplier is domiciled. The language of the proceedings shall be English, unless otherwise agreed by the Parties.

**14. RESPONSIBILITY**

The Parties agree to adhere to the Berner Group's Code of Conduct, which is available on the Supplier's local Website for each respective country. The Parties commit to promoting practices and goals that support social and environmental responsibility in all their activities. The Parties must ensure that their subcontractors also commit to these principles. The Supplier and its subcontractors must act in a manner that fulfills at least the basic obligations mentioned in Berner's Code of Conduct for Suppliers concerning human rights, labor, the environment, and anti-corruption.

**15. OTHER TERMS**

Customer purchase orders or other customer documents do not bind the Supplier unless explicitly agreed in writing by the Parties. Any general purchasing terms, standard terms, or similar conditions referenced in such documents are disregarded and do not affect the terms of this Agreement. Any amendments to these terms must be made in writing.