

**GENERAL TERMS & CONDITIONS OF SALE**

<p><b>Basic conditions of the applicability.</b></p> <p>A. These General Terms &amp; Conditions of Sale (“TCS”) are the general standard conditions of sale of goods and services to the buyers by Spring Healthcare Services AG, a Company limited by shares, registered and acting in Switzerland, under registration number CHE-244.908.940 (“Spring”), having its place of business registered at the address as indicated in the Registry of Commerce.</p> <p>B. TCS are applicable and form a binding contract between Spring and the buyer from the moment of provision of acceptance by one party to the other’s party’s offer (counter-offer), unless the parties concluded a definitive written agreement.</p> <p>C. For greater certainty, TCS will also be applicable when Spring issued an invoice and the buyer made a payment, which confirms the acceptance of the offer. TCS will also be applicable if the Parties agreed upon it in writing and/or in any other transaction between the parties, where the definitive agreement with particular conditions is absent.</p> <p>D. TCS are applicable in the part(s) which do(es)n’t contradict to the particular conditions expressly agreed upon by the parties, unless otherwise expressly agreed by the Parties in writing. The particular conditions may contain in the Parties’ written communication and verbal communication, which can be proved.</p> <p>E. The actual version of TCS are being published on the official website of Spring: springhealthcare.org</p> <p>F. Spring may change TCS unilaterally from time to time, provided that any essential changes shall be previously discussed with the actual buyers, which still have their contracts with Spring in the course of performance.</p> <p>Therefore, unless otherwise agreed by the Parties:</p> <p><b>1. Subject of the Contract. Price</b></p> <p>1.1 Subject to the terms agreed in the Contract (offer and acceptance), the Spring agrees to sell and the Buyer agrees to buy the product and/or the service in the quantity, price and specification, which are indicated in the relevant particular conditions of the Contract (hereinafter the “Product”).</p> <p><b>2. Delivery terms.</b></p> <p>2.1 The supply of the Product shall be performed according to the Incoterms 2020, EXW (place of delivery to be communicated by Spring).</p> <p>2.2 Costs. Buyer will arrange and pay for shipping the Product to the Buyer.</p>	<p>2.3 Acceptance. The Buyer undertakes to accept the Product by quantity at the Place of Delivery by signing of relevant documentation and/or automatically upon receipt of the Product. All risks related to the Product (included, but not limited to the risks of loss and/or damage) shall pass to the Buyer upon receipt of the Product by the Buyer (its representative or carrier).</p> <p>2.4 Transfer of the ownership. The ownership of the Product shall pass from the Spring to the Buyer upon acceptance of the Product and receipt of payment of the Total Price for the Product by the Spring, whichever shall occur later.</p> <p>2.5 Non-Performance. The Buyer and/or Buyer’s customers/end buyers shall at all times perform as per the Package Insert provided by the Spring or Protocol for Testing, or other instruction for use of the Product as will be provided by the Spring for the Product. In the event that the Buyer and/or Buyer’s customers/end buyers do not comply with the Package Insert and/or Protocol for Testing, and/or Instruction for Use, and Product’s non-performance occurs, no claims can be raised against the Spring.</p> <p><b>3. Term of the Contract</b></p> <p>3.1. This Contract shall come into force upon acceptance of the offer by a Party and shall expire at the moment of full execution of each Party’s obligations under this Contract.</p> <p>3.2. This Contract may be terminated only upon mutual agreement of the Parties, or in the manner expressly provided for in this Contract.</p> <p>3.3. The Contract can’t be terminated once the Product has been ordered, manufactured or delivered, to the extent provided by the applicable law.</p> <p><b>4. Payment Conditions</b></p> <p>4.1 Payment of 50% of the Price, shall be immediately paid upon entering into this Contract by both Parties and prior to execution of the delivery formalities and shipment of the Product.</p>	<p>4.2 Payment of the rest 50% of the Price, shall be immediately paid upon the preparation of the Product for delivery, receipt of Bill of Lading etc. (email receipt is valid and legally binding).</p> <p>4.3 The payments shall be made to Spring’s bank account, as mentioned on the invoice shared by Spring.</p> <p>4.4 In case the Buyer fails to fulfil his obligation as per sub- clause 4.1, this Contract, the Spring shall be entitled: A) to refrain from performing of all his obligations under this Contract until receipt of the payment; or B) to terminate the Contract immediately.</p> <p><b>5. Liability</b></p> <p>5.1 Unless otherwise is expressly stated in this Agreement for particular events, in a case of a breach of the Agreement, the aggrieved Party shall, by notice to the other Party, fix an additional period of 14 days for performance. During the additional period of time the aggrieved Party may withhold performance of its own reciprocal obligations and may claim damages, but may not declare this Agreement avoided. If the other Party fails to perform its obligation within the additional period of time, the aggrieved Party shall have a right to declare this Agreement avoided.</p> <p><b>6. Limitation of Liability</b></p> <p>6.1 The Spring’s total liability to the Buyer and/or to any third party shall not exceed the total Price of the Contract. The Spring’s total liability includes liability under this Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.</p> <p>6.2 The Buyer’s total liability shall be limited to the losses and/or damages arising out of the breach of this Contract and in conformity with the sub-clause 2.3, 2.4. and 2.5 of the Contract.</p> <p>6.3 This clause shall not exclude or limit any liability for fraudulent misrepresentation.</p>
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<p>6.4 A Party who relies on a breach of this Contract must take such measures as are reasonable in the circumstances to mitigate the loss, including loss of profit, resulting from the breach. If it fails to take such measures, the Party in breach may claim a reduction in the damages in the amount by which the loss should have been mitigated.</p> <p><b>7. Force Majeure</b></p> <p>7.1 “Force majeure” means war, emergency, accident, fire, earthquake, flood, storm, industrial strike, pandemic or other impediment which the affected Party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences.</p> <p>7.2 If any force majeure occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations under this agreement, it shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.</p> <p><b>8. Entire Contract</b></p> <p>81 The particular conditions of the Offer – Acceptance, the relevant conditions agreed by the Parties during their communication, including any changes, which can be confirmed, sets out the entire agreement between the Parties.</p> <p>82 This Agreement may not be varied except by an agreement of the Parties in writing or if varied in the manner expressly provided for in this Contract.</p> <p><b>9. Applicable Law and Arbitration</b></p> <p>9.1 This Contract is subject exclusively to the law of Switzerland.</p> <p>9.2 Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in Geneva,</p>	<p>Switzerland. The arbitral proceedings shall be conducted in English. The interpretation, validity and execution of this Contract shall be governed by Swiss Law.</p> <p><b>10. Confidentiality</b></p> <p>10.1 Each Party shall not disclose to any third party any details regarding the other Party’s business, including, without limitation any information regarding any of the other Party’s clients information, business plans, or price points, commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either Party and any other information that is reasonably determined to be confidential or proprietary (the “Confidential Information”), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested or approved to do so by the disclosing Party, or (iii) use Confidential Information other than solely for the benefit of the disclosing Party and for the purpose of this Contract.</p> <p>10.2 Each Party undertakes to maintain the other Party’s Confidential Information in strict confidence.</p> <p>10.3 Immediately upon termination of the relationship between the Parties, the Buyer shall return to the Spring any documents pertaining to the Company’s business, products or any of its trade secrets which are in the Buyer’s possession. The Buyer shall delete the information stored on electronic or other similar media in a sufficiently secure manner once the corresponding information has been delivered to and received by the Spring. The Buyer shall certify that it has complied with this clause.</p> <p>10.4 Any separate non-disclosure and confidentiality agreement (the “NDA”), which may be concluded by the Parties, shall be added by the conditions of this Clause 11 of the Contract in the part expressly not covered by the NDA, and such an NDA shall prevail over the conditions of this Clause 11 in the part which specifies or contradicts to corresponding conditions of the NDA.</p>	<p><b>11. Miscellaneous</b></p> <p>11.1 Notices. Any notice under this Contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address, fax or email of the other Party as specified on the front page of this Contract, in a manner that ensures receipt of the notice can be proved.</p> <p>11.2 Waiver. Failure to enforce any of these terms is not a waiver of a Party’s rights and shall not prejudice its rights to take action in respect of the same or any later breach.</p> <p>11.3 The Parties agree, that this Contract, as well as other documents related to this Contract, may be expressed electronically, through the emails, messengers, other platforms, using the technical means of confirmation of signatures of the Parties’ relevant authorized representatives through their emails, marking facsimile images of their signatures, or using the platforms or tools of the trust service providers, which is equally and legally valid for the Parties.</p> <p>11.4 Assignment. Neither Party may assign its rights and obligations under this Contract to any other third party without prior written consent of the other Party.</p>
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