

Terms and Conditions of Technical Services

Unless otherwise specifically agreed to in writing by B Medical Systems S.à r.l. (**BMS**) and the person or persons or company who is providing after-sales services and warranty (the **Company**) relating to all products manufactured by BMS except Autocool products and food & beverage products (the **Products**), the following terms and conditions of technical services shall apply to all after-sales services provided by Company regarding the Products (the **Agreement**).

1 GENERAL

1.1 The provisions of this Agreement shall apply to after-sales services and warranty relating to the Products, including installation activities, calibration activities, preventive maintenance and all current and future complaints against BMS Products within the territory agreed under the authorised dealer or agency agreement entered into between the parties (the **Territory**). It is the responsibility of the Company to provide repair services that meet the requirements established by BMS.

1.2 The Company is further responsible for the quality of the service provided by their sub-contractors, ensuring that they adhere to the same requirements established. All technical information will be made available to the Company via web page (accessible with a login and password) or/and any other communication channel (ie. email, phone call, training sessions, etc.).

2 COMPANY'S OBLIGATIONS

2.1 The Company shall comply with all regulations applicable to it in connection with the installation and the maintenance of the Products in the Territory and with the terms and appendices of this Agreement. The Company shall maintain an adequate and efficient organisation after-sales services and must have a minimum of one qualified cooling technician. This qualified technician can be an employee of the Company or a sub-contractor employee. The Company shall be responsible for the after-sales service and warranty of the Products.

2.2 The Company must have all necessary tools to perform any repair or to collect information to conduct a troubleshooting (e.g. calibrated data logger, BMS's DCU, LogTag, Pincipal's Power supply for SDD Products, etc.). Tools used for a repair or an investigation of a Product malfunction, as well as tools used for installation, calibration, or any maintenance on the Product, needs to be calibrated or controlled on a yearly basis. Costs related to this calibration or certification shall be borne by the Company. Calibration records shall be retained during the lifetime of the serviced Product and must be available upon request by BMS.

3 BMS'S OBLIGATIONS

3.1 BMS shall comply with all regulations applicable to it in connection with the design, manufacturing, marketing, sales, distribution, and support of the Products in the Territory. BMS shall provide the Company with all pertinent information on approved indications for use and allowable performance claims related to the Products, updating all such information as needed.

4 QUALIFICATION OF THE COMPANY

4.1 In the framework of the qualification process, the Company might be requested to provide information relevant to the services provided through remote and/or on-site audits. In the qualification process, the Company must communicate its internal procedures and working instructions that show compliances to all regulations applicable to it in connection with the installation and the maintenance of the Products in the Territory and this Agreement and its appendices if requested by BMS. In the qualification process, the Company must communicate its proof of qualification. If a qualification of the Company is for a justifiable reason not possible, then only personnel trained by BMS may carry out repairs or servicing activities on the products.

5 TRAINING

5.1 BMS shall, at its own cost and at no cost to the Company or its personnel (except travel expenses and visa), provide technical product training to the Company's personnel at BMS's factory (or via webinar). Such training shall include; training on the Product(s), Product use, installation, servicing operation, features and support of the Products sufficient to enable the Company's personnel to properly provide after-sales services (installation, maintenance and repair) and adequate support to the Customers. Number and timing of the trainings need to be agreed between both parties. Only personnel with a recognized license or certificate as refrigeration technician or equivalent as required by local authorities for installation, service and repair of refrigeration systems and equipment may perform maintenance or repairs on the refrigeration or compression components of the Products. Qualified service providers may be trained on all other installation, service and repair components and subsystems. After completion of training, trained personnel shall receive a certificate from BMS as approved technicians for servicing the specific Product or Product group.

5.2 BMS may qualify the Company's personnel as trainers provided following minimum requirements are met:

- (i) recognized license or certificate as refrigeration technician or equivalent as required by local authorities for installation, service and repair of refrigeration systems and equipment;
- (ii) at least one (1) year experience as approved technician of BMS's Products,
- (iii) at least one (1) additional week training at BMS's facility in Hosingen,
- (iv) with successful conclusion of a theoretical and practical examination.

BMS shall provide training materials and content to the Company. If qualified trainers from the Company provide Product training to additional personnel, training certificates and training record will be sent to BMS for their records. BMS shall inform the Company of any update and/or change made to training content.

5.3 Subject to BMS having provided all training to Company personnel, the Company shall be responsible for providing, at

its own cost and without cost to BMS, all necessary training to customers on the use, operation, and features of the Products. The Company will provide the necessary training to customers following procedures previously approved by BMS. The Company may provide training and conduct proficiency assessment(s) of personnel conducting Installation and maintenance activities (e.g. IQ/OQ procedures and preventive maintenance checklists).

5.4 In the event the Company uses a sub-contractor to conduct any activities covered by this Agreement, Company is responsible to assure their compliance to this Agreement. Only qualified trainers from the Company according to this Agreement shall train the sub-contractor's personnel. Qualification and training certificates issued by the Company will be provided to BMS within five working days.

6 TECHNICIAN REQUIRMENTS

6.1 Only qualified technicians are allowed to service, repair or install a product. The Company will be liable for any reportable event or an event having financial losses for the customer caused by the service work, the repair work or the installation work performed by one of his unqualified technicians or technicians not qualified according to the terms of this Agreement on his behalf including sub-contractor.

7 PRODUCT INSTALLATION

7.1 All Products supplied via the Company shall be installed and verified by qualified personnel. Any IQ/OQ performed by the Company or their subcontractors shall be communicated by the Company to BMS within five (5) working days. The IQ/OQ records must be submitted to the BMS.

8 PREVENTIVE MAINTENANCE

8.1 Any preventive maintenance performed by the Company shall be reported to BMS within five (5) working days.

9 PRODUCT COMPLAINTS

9.1 BMS shall act as the complaint handling unit for all complaints pertaining to Products. The Company shall provide to BMS information on all complaints received pertaining to Products during its declared lifetime (as defined in the lifetime certificate of the Product (the **Lifetime**)) and provide immediate notice of any disputes or litigation that may arise. A complaint is defined as any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Product after it is released for distribution. When requested, the Company shall provide evaluation and investigation support to BMS. BMS is responsible for analysis of service reports, service repair data, and service trends.

9.2 The Company will be responsible to implement a process for receiving customer inquiries and complaints. All complaints, inquiries or requests for service must be documented upon receipt. Except as provided under article 10.2, the Company agrees that it will provide to BMS information on complaints about the Products no later than five (5) working days after receipt thereof as such information is received. The Company shall inform BMS of any actions taken by the Company or his sub-contractors in response to the complaints.

9.3 As soon as the complaint data is recorded by the service department of BMS, BMS will communicate a complaint reference upon demand of the Company.

9.4 The complaint information must include the following information (to the extent the applicable customer provides the information or the Company is otherwise able to readily discern the information using reasonable efforts under the circumstances): name of the Product or Products involved, Product identification: serial number and product number, the name, address and phone number of the complainant and if the complainant is a medical professional, the date of the event, the date and name when a Company employee first became aware of the event, the name of the Company employee that received the complaint, the nature and details of the complaint, including nature of the event itself, outcome of the event, any medical treatments as a result of the event (the information should help determine if the outcome included any of the following: death or life threatening injury or illness, disability resulting in permanent impairment of a body function or body structure or required medical intervention to prevent permanent impairment of a body structure or function).

9.5 BMS will investigate all complaints within the declared Lifetime of the Product and determine how to report to the appropriate authorities if reportable. BMS may decide to its own discretion to share the failure analysis and the root cause analysis results of the defective part related to a complaint.

10 ADVERSE EVENT REPORTING

10.1 BMS will be responsible for reporting outside the Territory of any adverse events associated with the Products distributed by the Company, to meet the current global regulatory requirements for product vigilance.

10.2 If the Company receives complaints pertaining to adverse events according to applicable laws or regulations, the Company will provide BMS with immediate written notice of such adverse event and will forward a report and detailed information concerning adverse events involving serious injuries or death within one (1) working day to BMS's compliant handling unit. This will enable BMS to comply with reporting requirements imposed by applicable laws and regulations.

10.3 BMS is primarily responsible for assessing and taking the decision on reporting any complaints or adverse events associated with Products distributed by the Company to meet the global regulatory requirements for product vigilance.

10.4 Where required by applicable laws or regulations, the Company may have to report complaints or adverse events to local authorities after consultation of BMS. BMS, when requested, may provide risk documentation evidence to the Company to support adverse event decisions.

10.5 Upon determination that a complaint or event is reportable, the Company will be responsible for reporting it to the relevant authorities within the Territory upon receipt of BMS's instructions.

10.6 A copy of any adverse event report submitted by the Company will be forwarded to BMS for their records.

11 SPARE PARTS ORDER

11.1 All spare parts and accessories may be ordered by the Company through BMS's website (<http://cc.bmedicalsystems.com/cc/>). As soon as the spare part order is received, the service department of BMS will check the availability of the part and confirms the order by sending an order acknowledgment. Spare parts are sold at billing price. This one can be communicated on demand or viewed online website. This will cease to apply in case of evident deficiencies from the Company in the execution of this Agreement. In this case, the spare parts will be sold at world price list. Spare parts bought by the Company from BMS will not be returned or exchanged.

12 RETURN OF DEFECTIVE PRODUCT

12.1 The Company agrees to return Products involved in a complaint within one (1) month upon request from BMS and at the BMS's sole expense. The Company agrees to clean and disinfect all Products which must be returned. The Company will ensure that remaining contamination risks are documented and the Product is adequately labelled according to international transport standards for dangerous/hazardous goods (e.g. ADR, IATA, RID, IMDG, ADN, etc.).

13 RETURN OF DEFECTIVE PARTS

13.1 Unless otherwise specified by BMS, the Company agrees to return all defective parts involved in a complaint occurring during the warranty period within one (1) week from the service date.

13.2 Unless otherwise specified by BMS, the Company agrees to return all defective parts related to the safety of the Product involved in a complaint occurring during the declared Lifetime of the Product within one (1) week from the service date (e.g. Mainboard, User interface, E-controllers, Safety thermostat, etc.).

13.3 Defective parts not covered by the two previous points shall be kept by the Company for a period of three (3) months starting from the reception date of the service report by BMS. BMS reserves the right to ask for these defective parts during this period.

13.4 The Company will mark all defective parts with the serial number of the corresponding Product and attach a copy of the corresponding service report.

13.5 The Company will ensure that remaining contamination risks are documented and the defective parts are adequately labelled according to international transport standards for dangerous/hazardous goods (e.g. ADR, IATA, RID, IMDG, ADN, etc.).

14 CLEANING AND DISINFECTION OF THE UNIT PRIOR TO A REPAIR

14.1 Cost relating to the cleaning or disinfection of a unit is not covered under the warranty. BMS disclaims any responsibility in case a technician from the Company or his sub-contractor has been infected or intoxicated while servicing a unit.

15 REPAIR

15.1 The repair shall be done on site. If for some reason, repair on site is not possible, the Company shall report it to the BMS. Based on the type of fault and the product knowledge of the Company or sub-contractor, a decision will be made whether the services should be performed at a repair shop or internally at the factory.

16 REPAIR, INVESTIGATION AND SERVICE REPORT

16.1 Based on the problem diagnosis, investigations must be carried out in order to be able to plan the repair appropriately. The results of this investigation or the planning of the repair must be documented in service report. Should it be determined during the diagnosis that a repair needs not be carried out, appropriate reasons are to be documented in the service report form.

16.2 If the repair requires the replacement of a mainboard or a display which can be identified by a serial number and/or a batch number, the defective mainboard/display and the new mainboard/display serial number and/or batch number must be reported in the service report.

16.3 If the repair requires the replacement of a mainboard, the Company is responsible to configure the mainboard with the appropriate parameters. On request of the Company, BMS will communicate the production setting of the unit as a reference.

16.4 If the repair requires the replacement of a mainboard or a display, the Company is responsible to ensure the compatibility between the mainboard software and the display software if relevant. On request of the Company, BMS will communicate the compatibility list of the software. Any software upgrade of a mainboard or of a display shall be performed with the written agreement of BMS.

16.5 Any investigation report and service report performed by the Company or their subcontractor must be sent to BMS within one (1) week from the investigation or the service activities.

16.6 Evident deficiencies in sending the service report or the investigation report can lead to the warranty loss of the related Product.

16.7 In each service report, the Company shall systematically document the result(s) of safety and functional tests of the unit according to BMS's requirements, as documented in e.g. maintenance manuals, upgraded protocols, specific instructions, etc.

16.8 Any tools subject to calibration which can be identified by a serial number and have been used for repair or investigation shall be documented in the service report.

16.9 The service report shall be documented in either English, French or German and signed by the Company and its customer. If the original service report is drafted and signed in another language, a signed translation in one of the languages mentioned herein shall be provided together with the original to BMS, unless otherwise agreed between the parties.

16.10 Service report must contain at least the following information: Model/Type, Serial Number, Product number, location address of the serviced device, quantity, part number and description of the replaced part(s) (if applicable), description of the service activities, date of the repair, name and signature of technician and customer, and the mention if the work is completed or not.

17 REPAIR COST / WARRANTY CHECK

17.1 If after a fault analysis on-site or at the factory no failure is detected, or if the failure is due to customer misuse of the unit, or otherwise falls under an exclusion of warranty coverage under the warranty terms and conditions applying to the Product, the claim will not be accepted by BMS, who shall therefore have the right to reject the imparted claim costs. Should the warranty claim be accepted, BMS will cover at actual cost without mark-up all reasonable and necessary repair costs (e.g. Labor, Porto to Porto and on site) including spare parts and travel expenses within the Territory. Repair cost for cold chain Products in Africa, Latin America and Asia shall be reasonable.

17.2 In the event of missing information, (i.e. Service report incomplete or not communicated to BMS, requested defective parts not received), BMS has the right to reject the imparted claim costs.

17.3 Any Company's invoice for repair cost must mention BMS's complaint reference, the serial number of the corresponding product and include a copy of the service report. Parts that were previously bought from BMS by the Company and that need to be re-invoiced must be mentioned on the invoice, with reference to BMS's part number if applicable.

18 RECALL AND FIELD CORRECTIONS

18.1 In the event a recall or field correction of any of the Products is or becomes appropriate according to one of the parties due to safety or performance issues with recurring failures or high incidences of repair to the Products or required pursuant to regulations (each a **Recall Event**), the party first becoming aware of such Recall Event shall notify the other party. The final decision concerning recalls or field corrections will be taken by BMS. All recalls shall be handled and managed by the Company, with input from the BMS, within the applicable Territory.

18.2 BMS will be responsible for supplying the field corrective instructions and the Company is responsible for the implementation of the correction at the BMS's sole expense.

19 EVALUATION OF THE COMPANY

19.1 The Company is evaluated on a yearly basis based on criteria related to compliance to the terms of this Agreement. If the evaluation of the Company shows deficiencies in compliance with the terms of this Agreement, the Company shall present an improvement plan within 1 (one) month of the notification by BMS.

19.2 Trained technicians may be requested to undergo an evaluation process including the evaluation of service reports. If the evaluation of trained technicians shows evident deficiencies in the servicing and repair of the products, training certificates can be withdrawn and further training activities may be requested.

20 AUDIT

20.1 The Company shall permit BMS to audit, or to use an external firm to audit, his books and records to determine whether any of his obligations and commitments has not been complied with, has been breached, or has become untrue.

21 TERM AND TERMINATION

21.1 The Agreement shall take effect on the day BMS has approved and confirmed in writing to the Company that the self-assessment of Company, for the services to be provided under this Agreement, is validated (the **Effective Date**). From such Effective Date the Agreement shall, unless otherwise terminated in accordance with the provision hereof, continue in effect for the term provided under the authorized dealer or agency agreement entered between the parties. Parties agree that this Agreement will automatically be terminated if, and on the day, the authorised dealer or agency agreement entered between the parties is terminated.

21.2 Notwithstanding the provision of section 21.1, each party may terminate this Agreement with immediate effect, without notice and before the contractual term, in case of substantial breach of the other part of the obligations arising out of the Agreement and its appendices, or in case of exceptional circumstances justifying the earlier termination. For the purposes of the present article, the Parties agree that the following situations shall be considered as exceptional circumstances that justify the earlier termination by the other party: bankruptcy, conciliatory, judicial settlement, liquidation or any kind of composition between the debtor and the creditor, or any circumstances that are likely to affect substantially one party's ability to carry out his obligations under this Agreement.

21.3 Upon termination of this Agreement any training certificate under the terms of this Agreement voids its validity. BMS will not be liable for any damaged or incident following any maintenance activities performed on behalf of the Company.

21.4 Following termination of this Agreement, the Company shall have the obligation to: communicate all missing service report, send all missing defective parts that haven been requested by BMS, forward to BMS or one of its partners (at BMS's choice) all further customers' requests for a period of 2 years and communicate traceability record of the replacement unit. The termination of this Agreement shall not affect any warranty or other service obligations for Products located in the Territory of the Company.

22 CONFIDENTIALITY

22.1 The parties undertake to not disclose, to a third party, any confidential information, which the parties receive from each

other according to the Agreement. “Confidential Information” means in the Agreement, all information – technical, commercial or of other kind – regardless if the information has been documented or not, with the exception for: (i) information, which is commonly known or becomes commonly known in a way other than by a party’s breach of the Agreement, (ii) information, which a party can show that the party already knew before the party received it from the other party, or (iii) information, which a party received or will receive from a third party without being bound by a duty of confidentiality in relation with that third party.

22.2 The confidentiality obligation under this clause 22 shall continue to apply for one (1) year after termination of this Agreement.

23 GOVERNING LAW AND JURISDICTION

23.1 This Agreement shall be governed by the substantive laws of Luxembourg. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration Center of the Luxembourg Chamber of Commerce by one or more arbitrators appointed in accordance with said rule.